

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
FEBRUARY 23, 2007
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

SFRTA Board Members

Commissioner Bruno Barreiro, Chair
James A. Cummings
Mayor Josephus Eggelletion, Vice-Chair

Marie Horenburger
Neisen Kasdin
Commissioner Jeff Koons

John Martinez
George Morgan, Jr.
Bill T. Smith

Executive Director

Joseph Giulietti

GOVERNING BOARD REGULAR MEETING
OF FEBRUARY 23, 2007

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

DISCUSSION ITEMS

1. [WIFI Demonstration Project](#)

MATTERS BY THE PUBLIC – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

PUBLIC HEARING - I

NOTICE OF PUBLIC HEARING FOR INCREASED TRAIN SERVICE
BEGINNING SPRING 2007

NOTICE IS HEREBY GIVEN THAT at the Board Meeting of February 23, 2007, the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 am to receive public input on the SFRTA’s intent to implement a schedule change to add service and adjust headways. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064. The following is a description of the proposed service change and headways adjustments:

Description of Changes:

The following represents the proposed schedule changes:

- Increase weekdays service from 40 to 50 trains
- Add some 20 minute and 30 minute headways
- Standardize Saturday, Sunday and Holiday schedule to 16 trains
- Adjust one Saturday train more than one hour from current schedule (current departure 7:28 pm to proposed 8:30 pm)
- The discontinuation of the 9:28 pm departure from Miami Airport Station on Saturdays

1. Open Public Hearing
 - A. Chair Comments
 - B. Executive Director Comments
2. Public Comments
3. Close Public Hearing

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| CONSENT AGENDA |
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| <p>Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.</p> |
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C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of January 26, 2007.

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| REGULAR AGENDA |
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| <p>Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.</p> |
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R1. MOTION TO APPROVE:

- (1) Amendments to the SFRTA Bylaws as shown in Exhibit 1; and
- (2) Appointment of existing members of the Property Committee to the Property Task Force (if Bylaws amendments regarding the Property Committee are approved).

Department: Executive Office/Legal
Project Manager: N/A

Department Director: Joseph Giuliatti
Contracts Director: N/A

R2. MOTION TO APPROVE: Delegation by the Board to the Property Committee to address specific projects and/or specific property issues, as determined by the Board.

Department: Planning & Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Contracts Director: Chris Bross

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [PROPERTY COMMITTEE](#)
- B. [CONSTRUCTION OVERSIGHT COMMITTEE](#)
- C. [PLANNING TECHNICAL ADVISORY COMMITTEE](#)
- D. [MARKETING COMMITTEE](#)
- E. [OPERATIONS TECHNICAL COMMITTEE](#)
- F. [CITIZENS ADVISORY COMMITTEE](#)
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- I-1– [INFORMATION](#) – Lease and Easement Agreement with Don King Arena, Inc.
- I-2 – [PRESENTATION](#) – Central Palm Beach County Transportation Corridor Study
- I- 3 – [PRESENTATION](#) – Update on Progress of SFRTA Strategic Regional Transit Plan

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – January
- B. [RIDERSHIP GRAPHS](#) – January
- C. [ON-TIME PERFORMANCE GRAPHS](#) – January
- D. [MARKETING MONTHLY SUMMARY](#) – January
- E. [BUDGETED INCOME STATEMENT](#) – January
- F. [PAYMENTS OVER \\$2,500.00](#) – January
- G. [REVENUE AND FARE EVASION REPORTS](#) – January
- H. [SOLICITATION SCHEDULE](#) – January

- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY
- January
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – January

OTHER BUSINESS

- 1. State Legislative Update
- 2. Federal Legislative Update

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007

AGENDA ITEM REPORT

☒ Discussion Item ☐ Information Item ☐ Presentation

WIFI DEMONSTRATION PROJECT

SUMMARY EXPLANATION AND BACKGROUND:

On August 15, 2006, South Florida Regional Transportation Authority (SFRTA) received the original unsolicited proposal from WiFi America. Pursuant to its Unsolicited Proposal Policy, SFRTA advertised receipt of the unsolicited proposal on October 25, 2006 and received 2 additional unsolicited proposals on the deadline of November 27, 2006 from (1) Parsons Transportation Consumer Division and (2) Wave Network Design & Consulting. Staff has reviewed and evaluated the 3 proposals. Below is a brief summary of each proposal.

Parsons Transportation Consumer Division, in partnership with VIA Rail in Canada, has outfitted a commercially operational full fleet on-board WiFi service on 150 train cars, 22 stations and 7 first class lounges. They propose to evaluate 2 types of technology for this SFRTA demonstration, including terrestrial and a 2-way satellite that involves a flat style satellite receiver (see Exhibit 1) for two way communication that measures 43.5”L X 35.4”W X 5.9” tall and weighing 66 lbs. This demonstration would be at no cost to SFRTA and they are willing to pay up to the \$5,000 for costs SFRTA might incur.

Wave Network Design + Consulting:

Offers to do a demonstration on a 20-mile section of track that would include 2 stations. Their proposal will utilize wireless mobile technology. This proposal requires approximately 50 nodes along the 20 mile area. There was no mention of demonstrating 2-way satellite technology. This demonstration would be at no cost to SFRTA and they are willing to pay up to the \$5,000 for costs SFRTA might incur.

WiFi America

This proposal offers a 2-way satellite method of providing the WiFi demonstration using a large satellite dish enclosed under a large fiberglass or plastic dome measuring 800mm high X 600mm wide X 600mm deep, placed on the roof of a commuter Cab coach. The satellite dish they propose to mount on the Cab car (see Exhibit 1) is also very heavy (weighing in at 120kg) and SFRTA Operations and Engineering Departments have expressed concerns to WiFi America about mounting it on the roof and how it might affect the ride quality and stability.

(Continued on page 2)

EXHIBITS ATTACHED: Exhibit 1 – Satellite receiver photographs

WIFI DEMONSTRATION PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

WiFi America provided information of a test underway on the West Coast of the United States (“West Coast”) that was demonstrating functionality of the satellite dish and mounting assembly on top of a passenger coach similar to the one proposed here at SFRTA. SFRTA recently received an email from ATC (WiFi America’s partner in the SFRTA proposal) to inform SFRTA of some issues operating the train on the West Coast regarding the satellite receiver they proposed for the roof of the Cab coach. ATC further explained in the email they are pursuing an alternate method of testing by mounting the satellite dish on the roof of an RV or flat bed truck to drive along the right of way of the West Coast project (with a lap top in the RV or truck) to demonstrate functionality in the vicinity of the rail line. SFRTA submitted questions via email and US mail on November 14th, 2006 to WiFi America, which were also forwarded via email to ATC on December 13th and 19th, requesting responses to the questions proposed and again via email to WiFi America on January 12th, 2007 with no complete written or verbal response. This demonstration would be at no cost to SFRTA and they are willing to pay up to the \$5,000 for costs SFRTA might incur.

Of the 3 unsolicited proposals for a WiFi demonstration, the most apparent qualified proposal, by demonstration and implementation at another rail property and also the demonstration offer to SFRTA for evaluating the 2-way satellite technology and terrestrial methods, would be the Parsons Transportation Consumer Division proposal. This proposal is valid until May 26, 2007.

However, wireless technology is advancing rapidly and in fact, the 3 counties in which Tri-Rail operates are now all looking at how to make each county completely wireless. It is unclear at this point whether such a wireless service would work on Tri-Rail.

Staff is seeking direction from the Board as to whether it would like staff and legal counsel to proceed to negotiate a contract with Parsons Transportation Consumer Division for this demonstration project (which would be brought back to the Board for approval at a future Board meeting) or whether the Board would like to defer consideration pending the wireless projects in the 3 counties or other advances in wireless technology.

WIFI DEMONSTRATION PROJECT

Recommended by: _____
Department Director Date

Authorized by:  2/14/07
Executive Director Date

Approved by:  2/14/07
Contracts Director Date

Approved as to Form by: _____
General Counsel Date

AGENDA ITEM NO. D1.

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WIFI DEMONSTRATION PROJECT

Recommended by: _____
Department Director Date

Authorized by: _____
Executive Director Date

Approved by: _____
Contracts Director Date

Approved as to Form by:  _____ 2/14/07
General Counsel Date



WiFi America proposed satellite antenna



Parsons proposed satellite antenna



MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF JANUARY 26, 2007

The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 10:00 a.m. on Friday, January 26, 2007 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Chair - Miami-Dade County Commissioner – *arrived at 10:20 a.m.*
 Marie Horenburger, Citizen Representative, Palm Beach County – *VIA TELECONFERENCE*
 Mayor Josephus Eggelletion, Jr., Vice Chair - Broward County Commissioner
 Neisen Kasdin, Citizens Representative, Miami-Dade County
 Jeff Koons, Palm Beach County Commissioner
 George Morgan, Governor's Appointee
 Bill T. Smith, Governor's Appointee

BOARD MEMBERS ABSENT:

James A. Cummings, Citizen Representative, Broward County
 John Martinez, District Secretary, Florida Department of Transportation

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, SFRTA
 Bonnie Arnold, Director of Marketing, SFRTA
 Brad Barkman, Director of Operations, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Diane Hernandez Del Calvo, Director of Administration/EEO, SFRTA
 Mary Jane Lear, Director of Human Resources, SFRTA
 Renee Matthews, Special Projects Manager, SFRTA
 Dan Mazza, Director of Engineering and Construction, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Jeffrey Olson, Staff Counsel, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

CALL TO ORDER

The Vice-Chair called the meeting to order at 10:10 a.m.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Joseph Giulietti requested the following additions, deletions and revisions to the agenda:

Additions:

Agenda Item R11 - **MOTION TO APPROVE:** Supplemental Joint Participation Agreement (JPA) No.1, between the South Florida Regional Transportation Authority and the Florida Department of Transportation (FDOT), for additional funding for Transition, Dispatching, Train Control and Yard Services associated with the New River Bridge Carve Out for the remainder of the current fiscal year, increasing the amount of the existing JPA by \$86,000.00, for a revised total JPA amount of \$1,386,000.00.

Agenda Item R12 - **MOTION TO APPROVE:** Agreement No. 06-112, between the South Florida Regional Transportation Authority and Veolia Transportation Services, Inc., for the Operations of SFRTA's Commuter Rail System, for a period of seven (7) years, in the not-to-exceed amount of \$64,154,026 (which includes a combined maximum incentive and estimated additional services amount of \$250,000.00 per year), with a one (1) three (3) year option period in the not-to-exceed amount of \$33,001,791.

Deletion:

Agenda Item R9 – **MOTION TO APPROVE:** Implementation Plan for Tri-Rail Boca Raton Station Phase II Joint Development Project.

Revision:

Agenda Item R10 - **MOTION TO APPROVE:** Agreement No. 06-101, between the South Florida Regional Transportation Authority (SFRTA) and National Railroad Passenger Corporation (AMTRAK) for Transition, Dispatching, Train Control and Yard Services for the South Florida Rail Corridor for a period of five years with five one-year option periods, in the maximum not-to-exceed amount of \$15,809,293.00 for the initial five year term.

Commissioner Jeff Koons moved to approve the agenda as amended. The motion was seconded by Board Member George Morgan.

The Vice-Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

MATTERS BY THE PUBLIC

Mr. Dan Glickman, Deerfield Beach, Florida addressed the Board regarding the agenda items presented. He stated that four agenda items are internal related, eight items are Tri-Rail related and none are related to SFRTA. He stated that there is no progress being made regarding the SFRTA and the residents of the three counties.

Commissioner Koons commented that the Board is running a railroad and many items, brought before the Board, are related to the day-to-day operations of the railroad. Commissioner Koons added that Mr. Glickman would like to see more interaction of the SFRTA and other growth management and planning entities. Commissioner Koons stated that the Tri-County Commission met this past Monday and half the agenda was related to Tri-Rail. Commissioner Koons stated that he would like to see the strategic planning session take place, so that the SFRTA can begin to change the developmental direction to regional strategic planning.

Board Member Morgan stated the work the Board does is related to operational issues. The work that creates progress has to be done at the committee level, where the research creates the forward progress. He stated that the Board should spend less time on the agenda items and more time on discussing what progress is being made at the committee level.

The Chair arrived at 10:20 am.

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| CONSENT AGENDA |
| Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately. |

C1. MOTION TO APPROVE: Minutes of Governing Board Regular Meeting of December 8, 2006.

Commissioner Jeff Koons moved for approval of the Consent Agenda. The motion was seconded by Board Member George Morgan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

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| REGULAR AGENDA |
| Those matters included under the Regular Agenda differ from the Consent Agenda in that items |

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| will be voted on individually. In addition, presentations will be made on each motion, if so desired. |
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R1. MOTION TO APPROVE: The following business travel for the Governing Board and/or the Executive Director for calendar year 2007:

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|-------------------|--------------------------------------------------------------------------|
| | Meeting with Insurance Underwriters (May) – Location TBD |
| APTA Conferences: | Transit CEO's Seminar (January) |
| | Legislative Conference (March) |
| | Commuter Rail/Rail Transit Conference (June) |
| | Annual Meeting (October) |
| FPTA: | Florida Public Transportation Association's Annual Conference (November) |

Board Member Bill Smith moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R2. MOTION TO APPROVE: The Revised Fare and Service Change Policy of the South Florida Regional Transportation Authority.

Mr. Dan Glickman of Deerfield Beach addressed the Board. Mr. Glickman stated that the changes as proposed should be modified. The old approval process was 120 days. The new approval process is 30 days. When it comes to public notice, the new process is 7 days and the item is passed. Mr. Glickman proposed this be changed to give the public more awareness.

Board Member Bill Smith moved for approval. The motion was seconded by Board Member George Morgan.

Board Member Smith clarified that this does not increase fares.

Board Member Morgan inquired as to the deciding factor to reduce the process from 90 days to 30 days.

Mr. Giuliatti confirmed that fares are not increased and that SFRTA is not planning to reduce service. The SFRTA is working in compliance with the Federal Transportation Administration (FTA). The process requires that the SFRTA have a public hearing prior to changes in service. The current policy requires public hearings for fare increase and major service changes of more than twelve minutes. The SFRTA requires some flexibility to adjust headways and flexibility during construction periods.

Ms. Marie Jarman, Administrative Compliance Officer, SFRTA addressed the Board. She stated that if headways are increased more than one hour, that would be a decrease in service. If service is decreased, SFRTA is required to have a public hearing. It is the Agency decision on what would be considered a major service reduction. The change from 90 days to 30 days was done to be consistent with the requirements of SFRTA's operating contract which requires a 30 day notice to the contractor prior to implementing a service change. The 7-day public notice for the hearing is also an agency decision, which is stated in the SFRTA By-laws. Other agencies have a 10 day requirement

Board Member Horenburger noted that the policy states that within 30 days there will be a public hearing. She stated that by the time a decision is made to have a public hearing, 60 days or more may pass.

Mayor Eggelletion stated that a 90 day requirement can put constraints on a business. What is being proposed here is that a minimum of 30 days is required.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R3. MOTION TO APPROVE: Multi-Year Joint Participation Agreement (JPA) Notification of Funding, FM #417983-1-84-01 Contract No. AOC41 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) District IV Office for State Transit Block Grant funds to offset the operating cost of providing feeder bus services, in the amount of \$487,918.

Board Member Bill Smith moved for approval. The motion was seconded by Board Member Marie Horenburger.

Commissioner Koons inquired as to when there will be an increase of frequency in service and are the local transit agencies geared up to meet the trains.

Mr. Giulietti responded SFRTA would like to increase the service as of April 2007. This increase in service is pending the completion of the New River Bridge, the completion of the carve-out and the dispatch being in place.

Mr. Brad Barkman, Director of Operations, SFRTA addressed the Board. He stated that the Operations Technical Committee (OTC) has been meeting and developing the schedule. The issues lie within the three counties, and that the bus pick-ups are not all at the same time. There is a coordination laps that is currently being adjusted. SFRTA has taken steps to make changes and adjust the schedules. There are routes within the system that have been identified for improvements.

Mr. Giulietti added that Miami-Dade runs a more extensive service than the Tri-Rail. He stated that in Broward, the SFRTA controls the feeder busses and SFRTA confirms that the

trains are met. There is an issue with Palm Tran and the bus coordination that is still in development.

Commissioner Koons requested a memo describing the feeder bus situation in Palm Beach.

Board Member Morgan noted that during the Property Committee meeting a discussion took place regarding station inventory and parking circulation study. He stated that it was pointed out that during the AM/PM peak, 7% of the riders came by bus and 1% by shuttle. Efforts should be made to enhance the service and encourage more riders to come by bus.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R4. MOTION TO APPROVE: Grant Agreement between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Community Affairs (DCA) Division of Emergency Management for financial assistance for the Transit Security Grant Program (TSGP) in the amount of \$342,944.

Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R5.

(A) MOTION TO APPROVE: Request for Proposal (RFP) No. 07-723 for Auditing Services to conduct South Florida Regional Transportation Authority's (SFRTA's) fiscal year end audits.

(B) MOTION TO APPROVE: Selection and Evaluation committee for the analysis and scoring of proposals for auditing services. The members include SFRTA's staff as follows: Edward T. Woods Jr., CPA – Director of Finance and Administration; Laura Thezine, CPA – Accounting Manager; Elizabeth Walter – Budget and Grants Manager; and Joseph Khouzami - Accountant. The results of this selection process will be presented to SFRTA's Governing Board.

Board Member Bill Smith moved for approval to "A" and "B". The motion was seconded by Commissioner Jeff Koons.

Commissioner Koons stated that should the auditor find a compliance issue, it should be clear that the auditor reports directly to the Board.

Mr. Joseph Giuliatti clarified that this is a Board awarded contract and the report will come to the Board.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R6. MOTION TO APPROVE: The second of two (2), one (1) year renewal options to Agreement No. 05-721 between the South Florida Regional Transportation Authority (SFRTA) and ACS Transport Solutions, Inc. (formerly Ascom Automation, Inc.) in the amount of \$153,720, for TVM software maintenance and support services.

Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R7. MOTION TO APPROVE: Agreement No. 06-621, between the South Florida Regional Transportation Authority (SFRTA) and C2 Group, LLC, for Federal Legislative Consultant Services for a period of two (2) years in the firm fixed amount of \$120,000 per year with three (3) one (1) year options, in the firm fixed amount of \$120,000 for option year one (1) and \$144,000 per year for option years two (2) and three (3).

Board Member Bill Smith moved for approval. The motion was seconded by Board Member Marie Horenburger.

Mayor Eggelton inquired as to a clause for termination of convenience.

Mr. Chris Bross, Director of Procurement, SFRTA addressed the Board. He stated that all the SFRTA contracts have termination of convenience clauses.

Board Member Kasdin inquired as to what the significant changes in the administration means to the SFRTA and who are the "go-to" people within the House.

Mr. John Cline, President of C2 Group addressed the Board. He stated that the significance of the current administration is the failure to pass the 2007 Appropriations Bills. This means that there will be year long resolutions and that increases in transit and highway funding may not be realized. This signals earmarking for special projects, and the members will attach their names to these projects. In regards to overall funding, there is a mandate to balance the budget and reduce spending. Representative John Mica is the Transportation Minority member and has shown to take a broad view on the state and nation.

Board Member Morgan asked to identify the top three items that the SFRTA should focus on.

Mr. John Cline stated that regionalism is an issue and the FTA looks at regionalism when deciding to fund projects.

Mr. Joseph Giulietti stated that the DMU's belong to Orlando and SFRTA would like to get funding for DMU's.

Ms. Cheryl Clark-Naft, Government Affairs Manager, SFRTA, addressed the Board. Ms. Naft stated the first meeting on Federal Appropriations met yesterday and the Regional Fare Card is among the key projects. There is support for funding for station improvement and the Florida East Coast Corridor (FECC) Jupiter/Scripts Extension, as well as the FEC Project.

Commissioner Koons asked for a white paper on regionalism that discussed the funding shortfall in South Florida. This would assist the SFRTA to make a case for a regional funding source.

Board Member Kasdin inquired as to the discussions of the Kendall Extension.

Mr. Joseph Giulietti stated that Miami-Dade has opted to use local funding on that project. This option would reserve federal funds for the Metro-Rail project.

Commissioner Koons inquired as to the SFRTA Policy on reimbursement to Board Members for travel to the capital.

Mr. Joseph Giulietti stated that Board Members are allowed to be reimbursed. It has been the policy of this Board to get authorization from the Board prior to travel.

Mayor Eggelation requested a list of sub-committee members that are connected with transportation and inquired as to when the committees will begin to act.

Mr. John Cline responded that in regards to the appropriations process, the House will act at the sub-committee level in late April or early May. The decision making process is in March.

Board Member Morgan requested a quarterly report to suggest where possible funding sources are available to SFRTA under various programs not only elated to transportation.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R8. MOTION TO APPROVE: Modification to Purchase Order No. 05-000380 between South Florida Regional Transportation Authority (SFRTA) and Holland & Knight, LLP for Special Legal Services related to the Boca Raton Phase II Joint Development Project in the not-to exceed amount of \$16,818.36.

Board Member Bill Smith moved for approval. The motion was seconded by Mayor Josephus Eggelletion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R9. DELETED

R10. MOTION TO APPROVE: Agreement No. 06-101, between the South Florida Regional Transportation Authority (SFRTA) and National Railroad Passenger Corporation (AMTRAK) for Transition, Dispatching, Train Control and Yard Services for the South Florida Rail Corridor for a period of five years with five one-year option periods, in the maximum not-to-exceed amount of \$15,809,293.00 for the initial five year term.

Mayor Josephus Eggelletion moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R 11. MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No.1, between the South Florida Regional Transportation Authority and the Florida Department of Transportation (FDOT), for additional funding for Transition, Dispatching, Train Control and Yard Services associated with the New River Bridge Carve Out for the remainder of the current fiscal year, increasing the amount of the existing JPA by \$86,000.00, for a revised total JPA amount of \$1,386,000.00.

Board Member Bill Smith moved for approval. The motion was seconded by Mayor Josephus Eggelletion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R 12. MOTION TO APPROVE: Agreement No. 06-112, between the South Florida Regional Transportation Authority and Veolia Transportation Services, Inc., for the Operations of SFRTA's Commuter Rail System, for a period of seven (7) years, in the not-to-exceed amount of \$64,154,026 (which includes a combined maximum incentive and estimated additional services amount of \$250,000.00 per year), with a one (1) three (3) year option period in the not-to-exceed amount of \$33,001,791.

Ms. Teresa Moore, General Counsel, SFRTA commented that a letter from Veolia Transportation Services, Inc. has been received. The letter stated, “due to signatory requirements of the corporation, they are unable to provide an executed contract prior to this Board meeting.” Therefore, it is suggested that if there is a motion to approve, that it be conditional upon receipt of an executed signature by the contracting party.

Board Member Bill Smith moved for approval pending receipt of an executed contract. The motion was seconded by Commissioner Jeff Koons.

Board Member Koons inquired as to the background of the contractor.

Mr. Sid Birckett, General Manager of Veolia Transportation Services, addressed the Board. Mr. Birckett stated he has 30 years experience with the railroad system and Amtrak. He has been with Veolia for one year and has spent the past year studying and understanding the Tri-Rail system. Veolia currently operates the MBTA System in Boston, Sprinter System in San Diego, and NBCR in Boston.

Board Member Smith clarified that on the contract that has been submitted, SFRTA is waiting for the signature and inquired why only a seven year contract.

Mr. Giulietti confirmed that the signature is the only issue. Mr. Giulietti stated that according to the FTA, the rules have changed to allow an agency to award contracts up to fifteen years. This option allows stability and development of a more cohesive relationship. SFRTA has opted to adopt a seven year contract with one, three year option.

Board Member Morgan stated his objection to awarding a \$64 Million dollar contract on a minimum of discussion.

Board Member Horenburger inquired as to the Board’s approval of timing in the process of the RFP.

Ms. Moore stated that an RFP did come to the Board, prior to this procurement.

Mayor Eggelation commented that this operations RFP has been seen by the Board.

The Chair inquired of Mr. Birckett, if there is any control of the General Manager of this project.

Mr. Bross, Director of Procurement, SFRTA stated that there is a clause that requires written approval of the SFRTA should changes to key personnel be necessary. A resume of key employees has been submitted.

Mr. Giulietti stated that staff did come to the Board with this proposal. He commented that the current operator’s contract will expire July 1, 2007. There is a period of time to establish this contract. The current contractor did not bid on the RFP. There were two qualified bids on this contract and it was recommended to go with this contract.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

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| COMMITTEE REPORTS / MINUTES |
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| Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately. |
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A. PROPERTY COMMITTEE

Board Member Morgan announced that the Committee is reviewing information for opportunities at the Boca Raton Station. He stated that by the next Board meeting the Committee will submit information from several developers to make unsolicited offers on this property. The Committee is moving forward on the Cypress Creek Station and the possible relocation of the parking area. Station inventory and parking circulation studies are being reviewed by the Committee. The staff has prepared a report and will submit this study to the Board prior to decision making. Board Member Morgan suggested that the Board consider a workshop meeting to thoroughly discuss this study.

Board Member Horenburger inquired as to the unsolicited proposals.

Board Member Morgan responded that the formal RFP process takes five months for solicited proposals. This property is under a Development of Regional Impact (DRI) that is due to expire in November 2008.

Ms. Moore added that a letter was received and the company intends to submit an unsolicited proposal in the near future. In the event this occurs, the Agency Unsolicited Proposal Policy will come into play, which will require an advertisement period. The announcement will state the receipt of this proposal and any interested parties may respond.

Commissioner Koons requested a status of the development opportunities to this station and other stations along the corridor.

Board Member Morgan responded that the Committee has identified the SFRTA and all public agency parcels adjacent to the corridor. The study is addressing the needs and the opportunities that the various properties will require. Therefore, the workshop that is suggested, will address the needs.

Board Member Horenburger requested the minutes to the Property Committee meeting be processed immediately and submitted to the Board Members prior to the Board Meeting.

The Chair stated that time between the meetings would be ideal, but due to quorum and schedule requirements, it is necessary to have these meetings as it stands. The crucial point is to have time between what is addressed at the Committee and when it is brought to the Board.

Board Member George Morgan moved to appoint Board Member Neisen Kasdin to the Property Committee. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE

Board Member Neisen Kasdin moved to nominate Randall Robinson of Miami Beach, Florida to the Citizens Advisory Committee. The motion was seconded by Commissioner Jeff Koons.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

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| MONTHLY REPORTS |
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| Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – November and December
- B. RIDERSHIP GRAPHS – November and December

Mr. Giulietti stated that nationally the SFRTA was reported to have the greatest percentage increase for the third quarter in 2006, in the industry. Since December 2006 the average weekday ridership has increased another 33.8%. Weekend ridership has increased an additional 17%. As of January, tracking is at 30.5% increase. SFRTA is attracting and keeping more passengers.

- C. ON-TIME PERFORMANCE GRAPHS – November and December
- D. MARKETING MONTHLY SUMMARY – November and December
- E. BUDGETED INCOME STATEMENT – November and December
- F. PAYMENTS OVER \$2,500.00 – November and December
- G. REVENUE AND FARE EVASION REPORTS – November and December
- H. SOLICITATION SCHEDULE – November and December
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY November and December
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – November and December

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

Ms. Moore stated that the Agency has been working on the Phase B transition and requested that the Board delegate to the Executive Director or the Chair, authority to negotiate and execute agreements relating to the Phase B transition, in an amount not-to-exceed \$100,000.

Mayor Josephus Eggelletion moved to authorize the Chair to negotiate and execute agreements relating to the Phase B transition in an amount not-to-exceed \$100,000. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

CHAIR COMMENTS

The Chair stated that the Super Bowl will be in town and that this is a great economic opportunity for Tri-Rail and South Florida.

BOARD MEMBER COMMENTS

Commissioner Koons stressed the importance of holding the strategic planning workshop. He informed that the Tri-County Commission meeting was held this past Monday at the Opera House in Miami-Dade County. Commissioner Koons stated that the Regional Business Alliance is planning on attending the Florida Legislature to investigate the regional funding source and requests that staff develop a list of other regional business groups that SFRTA can partner with. This will help to clarify the strategy of the regional funding source.

Mayor Eggelletion commented that as a result of the Tri-County meeting the three county Legislative Delegations have agreed to meet in Tallahassee to discuss regional goals and objectives. At the next regional meeting, SFRTA will be a focal point.

Mayor Eggelletion commented in regards to the Super Bowl and inquired if the hotels are aware of the services that Tri-Rail has to offer.

Ms. Bonnie Arnold, Director of Marketing, SFRTA responded that the SFRTA has been active on the transportation committee and working closely with the officials. SFRTA is represented on the Super Bowl web site. Several trains, both north bound and south bound, will be added to the event. Alighting will be closely monitored at the Golden Glades Station.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:41 a.m.

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AMENDMENTS TO SFRTA BYLAWS

REQUESTED ACTION:

MOTION TO APPROVE:

- (1) Amendments to the SFRTA Bylaws as shown in Exhibit 1; and
- (2) Appointment of existing members of the Property Committee to the Property Task Force (if Bylaws amendments regarding the Property Committee are approved).

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA Property Committee

General Counsel has received a request from a board member to amend the SFRTA Bylaws to address the role of the SFRTA Property Committee and the matters it may undertake. Specifically, the recommendation is to change the committee into a task force that meets only when requested by the Board to consider specifically delegated property issues.

Travel Policy Consideration

Staff and General Counsel are requesting the Board consider adding language to the SFRTA Bylaws to address reimbursement of Board members' travel expenses.

Department: Executive Office/Legal
Project Manager: N/A

Department Director: Joseph Giulietti
Contracts Director: N/A

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1- Amendments to SFRTA Bylaws

AMENDMENTS TO SFRTA BYLAWS

Recommended by: N/A
Department Director Date

Approved by: N/A
Contracts Director Date

Authorized by: [Signature] 12/14/07
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

James A. Cummings _____ Yes _____ No

John Martinez _____ Yes _____ No

Mayor Josephus Eggelation _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Tracking No. 02230713

Page two

AGENDA ITEM NO. R1.

AMENDMENTS TO SFRTA BYLAWS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  2/12/07
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

James A. Cummings _____ Yes _____ No

John Martinez _____ Yes _____ No

Mayor Josephus Eggelction _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

EXHIBIT 1

AMENDMENT TO SFRTA BYLAWS

ARTICLE V – COMMITTEES AND TASK FORCES

ARTICLE V – COMMITTEES AND TASK FORCES

5.1. COMMITTEES AND TASK FORCES GENERALLY. Committees of the Authority shall be standing, special or advisory and task forces shall be appointed by the Board either by resolution or by amendment to the By-laws. The standing committees are described in Section 5 13 of these By-laws and the standing task forces in Section 5.14 of these By-laws. The Board may create or dissolve one or more special committees or task forces from time to time at its discretion. The Board shall appoint or re-appoint members to standing committees, as outlined herein. The Board shall appoint members to special and advisory committees or task forces at its discretion and may designate from among the members of each special or advisory committee or task force a committee or task force chair. The Secretary of the Board, or his or her designee, shall act as secretary to each committee or task force. Standing, special and advisory committees and task forces shall have the powers set forth in these By-laws and as otherwise conferred by the Board and shall report to the Board. All such committees and task forces shall be governed by these By-laws. Any references in the By-laws to “committees” and their related responsibilities, obligations, etc. shall apply to any task force, unless otherwise determined by the Board.

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The Board, at its option, may approve the appointment of alternates to a Committee. Each alternate shall be permitted to vote in place of the alternate’s designated committee member when such member is not present at a committee meeting.

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All non-Authority employees on committees shall be volunteers and shall serve without compensation at the will of the Board. Each committee shall elect its own chair, unless otherwise directed by the Chair or these By-laws.

Except for those committees with specific delegated authority from the Board; (i) committees shall have no authority to act or obligate the Authority, or its officials, in any manner; (ii) committees may create subcommittees as they deem appropriate on either an ad hoc or ongoing basis; (iii) no committee shall issue a press release or make statements to the media; and (iv) after every committee meeting, the chair of a committee shall report to the Executive Director, prior to the next regularly scheduled meeting of the Board, and to the Board, at its next regularly scheduled meeting.

Committee members shall avoid any conflict of interest (this shall not apply to agreements entered into between the Authority and other governmental agencies whose representatives may serve on Authority committees) and prevent the appearance of undue

influence. Committee members shall be governed by the same conflict of interest laws and regulations that apply to Board members.

The following shall result in termination of a committee member: (i) at the request of the Board or the nominating member (in the case of the Citizens' Advisory Committee); (ii) conduct which conflicts with the objectives and policies of the Authority, as determined by the Board; (iii) absence from three (3) consecutive scheduled meetings without valid cause, or (iv) resignation. Items (ii) and (iii) do not apply if a committee member is also a Board member.

5.2. COMMITTEE CHAIRS. Subject to Section 5.4 of these By-laws, each committee chair shall call, and preside at, all meetings of the committee that he or she chairs and shall be interested in all affairs of the committee. In the event the committee chair is not present, the committee shall elect a chair protem for that meeting.

5.3. COMMITTEE MEETINGS GENERALLY. Committee meetings shall be either regular or special. Notice of all committee meetings shall be given in the manner required by applicable law. Public access to all meetings shall be afforded in the manner required by applicable law, and when not inconsistent herewith, the provisions of Sections 5.8 and 5.10 of these By-laws. The committee chair shall call all meetings in its discretion, except that the committee chair shall be required to call a special meeting if requested to do so in a writing executed by one less than a majority of the members of the committee. The committee chair shall determine the time and place of all meetings. To the extent not inconsistent with these By-laws or with applicable law, all meetings shall be conducted in accordance with Roberts Rules of Order Newly Revised. All voting shall be by voice or roll call vote, at the discretion of the committee chair, unless a member shall require a roll call, in which case the committee chair shall require that the roll be called and the vote of each member entered in the minutes.

5.4. REGULAR MEETINGS OF COMMITTEES. Regular meetings of committees shall be held not less often than bi-monthly, except that: (i) regular meetings of committees shall be held with such frequency as the Board shall determine or as specified by the By-laws, and (ii) the committee chair of each committee may determine not to hold a regular meeting if he or she determines that it is unlikely that a quorum of the members will be available at any time during the period when such meeting is otherwise required to be held or that the business and affairs of the committee will not be affected adversely if no such meeting is held.

5.5. REGULAR COMMITTEE MEETING AGENDAS. The agenda for a regular committee meeting, subject to change and subject to the provisions herein, shall be prepared by the Executive Director, or his or her designee, in consultation with the committee chair. Each committee member, the Executive Director or the General Counsel may place an item on such committee agenda for discussion or action. The Executive Director shall provide a copy of such agenda, including each item upon which action is to be taken, including the text of each resolution proposed for recommendation to the committee, to each committee member not less than four (4) calendar days prior to the regular committee meeting at which a vote is to be taken thereon. A committee

member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a committee member requests that an action item be so tabled before the committee takes action thereon, such non-compliance shall be deemed waived. An amendment to the agenda made within four (4) calendar days of the regular meeting shall be approved, in writing, by the committee chair, by a majority of the committee or by the Executive Director at the meeting, subject to committee approval.

5.6. NOTICE OF REGULAR COMMITTEE MEETINGS. The notice requirement shall be the same as for regular Board meetings (see Section 4.4). The Executive Director shall provide a copy of the agenda, subject to change and subject to the provisions herein, for each regular committee meeting to each committee member not less than four (4) calendar days prior to such regular committee meeting. In addition, a copy of such agenda shall be made available at the office of the Authority not less than four (4) calendar days prior to such regular committee meeting. The failure of a Board member to receive any such notice properly given shall not affect the legality of a special committee meeting if a quorum is in attendance.

5.7. SPECIAL MEETINGS OF COMMITTEES. Business transacted at a special meeting of a committee shall be limited to the business designated in the call of the meeting unless all of the members of the committee shall be present at such special meeting, in which event any and all business of the committee may be transacted at such special meeting.

5.8. SPECIAL COMMITTEE MEETING AGENDAS. The agenda of special committee meetings, subject to change and subject to the provisions herein, shall be prepared by the Executive Director, or his or her designee, in consultation with the committee chair. Each committee member, the Executive Director or the General Counsel may place an item on such committee agenda for discussion or action. The Executive Director shall provide a copy of such agenda, including each item upon which action is to be taken, including the text of each resolution proposed for recommendation to the committee, to each committee member not less than two (2) calendar days prior to the special committee meeting at which a vote is to be taken thereon. A committee member may request an action item to be tabled if the provisions of the preceding sentence have not been complied with. Unless a committee member requests that an action item be so tabled before the committee takes action thereon, such non-compliance shall be deemed waived. An amendment to the agenda made within two (2) calendar days of the special meeting shall be approved by the committee chair, by a majority of the committee or by the Executive Director at the meeting, subject to committee approval.

5.9. NOTICE OF SPECIAL COMMITTEE MEETINGS. The notice requirement for special meetings shall be the same as for regular committee meetings (see Sections 4.4 and 5.6). Such notice shall also be delivered to the home or business address of each member of the committee not less than twenty-four (24) hours prior to such special meeting of the committee. Each such notice shall state the date, time and place of the special meeting and the purpose for which such special meeting of the

committee has been called. The failure of a Board member to receive any such notice properly delivered shall not affect the legality of a special meeting if a quorum is in attendance.

5.10. COMMITTEE QUORUM. The quorum for committee meetings shall be a number equal to a simple majority of the members of the committee. The vote of a majority of those regular members present is necessary for the committee to take any action. A vacancy on the committee shall not impair the right of a quorum of the committee to exercise all of the rights and perform all of the duties of the committee.

5.11. COMMITTEE MEETINGS CONDUCTED BY COMMUNICATIONS MEDIA TECHNOLOGY. At the discretion of the Board, a committee may conduct a regular or special meeting by using the electronic transmission of audio or video, hereinafter referred to as "Communications Media Technology," in compliance with all applicable laws. Such a meeting may only be held if a quorum is physically present at the meeting location. Prior to the conduct of a committee meeting by Communications Media Technology, notice of the meeting shall be given as otherwise required by these By-laws and by applicable law, except that such notice shall plainly state that the committee meeting is to be conducted by means of or in conjunction with communications media technology and shall identify the specific type of communications media technology to be used. The notice shall also describe how interested persons may attend and shall contain the address or addresses of all designated places where a person interested in attending the committee meeting may go for purposes of attending the committee meeting. The places so designated in the notice shall be open to the public during the committee meeting. If during the course of a committee meeting held by Communications Media Technology, technical problems develop with the Communications Media Technology that prevent interested persons from attending the committee meeting, the committee meeting shall be recessed until such problems have been corrected.

5.12. JOINT COMMITTEE MEETINGS. Upon the agreement of the chair of each participating committee, joint meetings of two or more committees may be held. A simple majority of the members of each committee participating in such joint committee meeting shall constitute a quorum, and the vote of a majority of those members present is necessary for the joint committee meeting to take any action. For purposes of determining the presence of a quorum at a joint committee meeting, the position of committee members who serve on more than one of the committees participating in the joint committee meeting, if applicable, shall only be counted once and the member serving on both committees shall declare, for purposes of determining a quorum, which committee he or she is attending on behalf of. Actions taken by the joint committee meeting shall be reported to the Board as the actions of the joint committee meeting rather than as actions of the individual participating committees.

5.13. STANDING COMMITTEES. The standing committees of the Authority shall be as follows:

(a) *Construction Oversight Committee*

Purpose: with delegated authority from the Board, pursuant to limitations determined by future Board action, to address all contractual issues outside of the Executive Director's authority in order to facilitate capital improvement projects.

Scope: review and approve all change orders, amendments, supplemental agreements, etc. associated with on-going capital improvement projects.

Members: one (1) or more board members, or others, as deemed necessary and appointed by the Board.

Meeting Frequency: as-needed basis

Reports to: the Board

Term: to be determined by the Board, subject to annual review.

Deleted: *Property Committee*

Purpose: with delegated authority from the Board, pursuant to limitations determined by future Board action, to make recommendations to the SFRTA Board regarding SFRTA property issues.

Scope: Scope is limited by applicable state and federal laws and stated purpose.

Members: One (1) or more board members, as deemed necessary and appointed by the Board.

Meeting Frequency: as-needed basis

Reports to: the Board

Term: to be determined by the Board, subject to annual review.

(b)

(b) *Citizens' Advisory Committee*

Purpose: to provide recommendations to the Board and the Executive Director on Authority issues referred to the committee for its consideration by the Board or the Executive Director, impacting regional transportation within the Authority's service area.

Scope: to be determined by the Board and the Executive Director, but may include: promoting ridership; contributing to marketing proposals; addressing complaints and recommendations from the public; developing ways to accommodate the needs of users; and discussing pending laws that affect ridership.

Members: each member of the Board shall nominate one member to the committee, subject to Board approval. Each member of the committee shall be a resident of a county within the Authority's service area.

Meeting Frequency: bi-monthly

Reports to: the Board and the Executive Director

Term: to be determined by the Board, subject to annual review.

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5.14 TASK FORCES.

(a) Property Task Force.

Deleted: Committee

Purpose: to meet, when requested by the Board, to make recommendations to the Board regarding specifically delegated SFRTA property issues.

Deleted: with delegated authority from

Deleted: pursuant to limitations determined by future Board action, to

Scope: scope is limited by Board delegation, applicable state and federal laws and stated purpose.

Deleted: SFRTA

Deleted: S

Members: Three (3) board members, with one (1) from each county, as deemed necessary and appointed by the Board.

Deleted: One (1) or more

Meeting Frequency: as-needed basis

Reports to: the Board

Term: one (1) year term from July 1 of each year until June 30 of the following year, subject to annual review.

Deleted: to be determined by the Board

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

DELEGATION TO PROPERTY COMMITTEE

REQUESTED ACTION:

MOTION TO APPROVE: Delegation by the Board to the Property Committee to address specific projects and/or specific property issues, as determined by the Board.

SUMMARY EXPLANATION AND BACKGROUND:

The Property Committee has regularly reported to the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meetings regarding the current projects and/or property issues it is evaluating. There appears to have been Board consensus that the Property Committee continue to review those projects and/or issues. However, as a result of (1) a request by a board member to amend the role of the Property Committee, (2) the SFRTA Bylaws requirement that the Board specifically delegate to the Property Committee any issues it wishes it to consider, and (3) the fact that many of the property issues have evolved and changed over time, Staff and General Counsel are requesting the Board review the List of Active Projects and delegate to the Property Committee any project and/or issue(s) it wishes the Property Committee to consider.

List of Active Projects

Staff has been addressing the following List of Active Projects over the last year:

1. Administrative Facility Siting Criteria
2. Boca Raton Station Joint Development
 - A. Change of Development Plans
 - B. Extension of DRI Build-Out Date
3. Cypress Creek Station Parking Proposal
4. Deerfield Beach Station Joint Access Proposal by York Residential

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Contracts Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: Exhibit 1: Description of Active Projects

DELEGATION TO PROPERTY COMMITTEE

SUMMARY EXPLANATION AND BACKGROUND (Continued):

5. Delray Beach Redevelopment Plans
6. Proposed Hallandale Beach Station
7. Proposed Mangonia Park Lease and Easement Agreement
8. Proposed Pompano Park Station
9. Sheridan Street Stationside Village
10. Station Area Land Use, Zoning & Government-Owned Properties
11. Tri-Rail Station Parking and Circulation Study
12. West Palm Beach Bus Transfer Facility
13. West Palm Beach Transit-Oriented Development

Exhibit 1 provides a more detailed description of the Active Project being reviewed by the Property Committee.

DELEGATION TO PROPERTY COMMITTEE

Recommended by: Jack Stephens 2/14/07 Approved by: N/A
Department Director Date Contracts Director Date

Authorized by: [Signature] 2/14/07 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

| | | | |
|-----------------------------------|------------------|-------------------------|------------------|
| Commissioner Bruno Barreiro | ____ Yes ____ No | Commissioner Jeff Koons | ____ Yes ____ No |
| James A. Cummings | ____ Yes ____ No | John Martinez | ____ Yes ____ No |
| Commissioner Josephus Eggelletion | ____ Yes ____ No | George A. Morgan, Jr | ____ Yes ____ No |
| Marie Horenburger | ____ Yes ____ No | Bill T. Smith | ____ Yes ____ No |
| Neisen Kasdin | ____ Yes ____ No | | |

DELEGATION TO PROPERTY COMMITTEE

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  2/14/07
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Commissioner Josephus Eggelation _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

DESCRIPTION OF ACTIVE PROJECTS

1. ADMINISTRATIVE FACILITY SITING CRITERIA

At the October 27, 2006 Property Committee Meeting, the Committee requested staff to begin an evaluation of potential sites along the South Florida Rail Corridor that could accommodate the Authority's Administrative staff and functions. At the December 15, 2006 Property Committee Meetings, staff developed a draft report of potential sites for the Committee's review. The Committee requested staff to expand the list of evaluation criteria and Mr. Smith provided staff with an alternate criteria list. At the January 26, 2007 Property Committee Meeting, staff provided the Committee with a modified evaluation criteria list for their consideration and recommendation. The Chair tabled the motion and deferred the item to a future Property Committee Meeting pending further discussion with staff.

2. BOCA RATON STATION JOINT DEVELOPMENT

On December 1, 2006, Mr. Morgan and staff met with Mr. Steven Abrams, City Mayor and Mr. Leif Ahnell, City Manager to discuss the Phase II development of SFRTA's Boca Raton Station (the site). Both were generally supportive of the SFRTA plans to change the development plans for the site from 50,000 square feet of office and up to 20,000 square feet of retail to accommodate instead 60,000 square feet of office and 10,000 square feet of retail. The City was also supportive of less restrictive signage for the retail than originally approved.

At the December 15, 2006, Property Committee Meeting, the Property Committee requested staff to bring back a list of consultants and their cost estimates for implementing the Phase II Project. The Consultant Team being proposed includes Siemon & Larsen to resolve DRI and Zoning issues related to the site; Kimley-Horn & Associates to perform an updated Traffic Study, Market Study and assist with Bid Preparations; and the Treasure Coast Regional Planning Council which will assist with site plan reviews, coordination and approval of developer's site plan with the City. The total cost for consultant services are estimated at \$195,000, including a 15% contingency.

Staff also determined through preliminary discussions with the proposed consulting team that the Development of Regional Impact (DRI) must be amended through a Notice of Proposed Change (NOPC) to convert the development entitlements to 60,000 square feet of office and 10,000 square feet of retail. A time extension of at least two years to the DRI would also be pursued as part of the NOPC. Currently the site is subject to a DRI build out date of November 2008, which only allows the Authority an 18-month period to secure a developer and obtain a building permit.

At the January 26, 2007 Property Committee Meeting, the Committee voted to defer the recommendation of the site's Implementation Plan for thirty (30) days.

On February 8, 2007, staff met with Eric Deckinger, Opus South Corporation to discuss issues related to the site. Mr. Deckinger initially expressed via an e-mail to SFRTA's Executive

Director the interest of his company in submitting an unsolicited proposal to develop the site. Opus is currently reviewing documents related to the site and will make a determination over the next 60 to 90 days on the feasibility of the site for a office and retail development that integrates the current Boca Raton Tri-Rail Station, and provides a “win-win” situation for both Opus and the SFRTA.

3. CYPRESS CREEK STATION PARKING PROPOSAL

On November 15, 2006, Cypress Creek Partners, LLC (“CCP”) submitted a Term Sheet to the SFRTA at the request of the Florida Department of Transportation (FDOT) District IV for consideration and discussion. The purpose of the term sheet was to obtain SFRTA’s agreement to transfer and relocate 268 surface parking spaces from the Cypress Creek Park & Ride site located at the southwest corner of Interstate 95 and Cypress Creek Road (East Property), to the SFRTA property west of the Tri-Rail Cypress Creek Station (West Property). CCP is leasing the East Property from FDOT with the intention of developing the site for commercial uses.

At the December 15, 2006 Property Committee Meeting, there were discussions on the environmental suitability of the site. CCP stated they would review the site to determine if there were any wetlands and/or other environmental issues related to the site. At the January 26, 2007 Property Committee Meeting, CCP stated that their environmental review of the site does not indicate any wetlands/environmental issues. In order to obtain a “sign off” from Broward County, CCP requested SFRTA submit a letter to Broward County authorizing CCP to act on its behalf regarding the environmental issues. Staff is currently reviewing the draft letter prepared by CCP and will address the letter with the Property Committee and/or the SFRTA Governing Board at their next meeting.

At the January 26, 2007 Property Committee Meeting, the Chair directed CCP to submit a formal proposal to the SFRTA.

4. DEERFIELD BEACH STATION JOINT ACCESS PROPOSAL BY YORK RESIDENTIAL

At the February 24, 2006 Board meeting, York Residential (York) requested endorsement of their proposed mixed-use development adjacent to the Deerfield Beach Tri-Rail Station. York has 8.4 acres of property under contract east of the station and is proposing a development in the range of 29,525 square feet of retail, 36,000 square feet of office, 81,000 square feet/200 units of hotel, and 654 residential units. Approximately 98 or 15% of the housing units are affordable as defined in Broward County’s affordable housing guidelines.

On March 15, 2006 and March 29, 2006 York Residential met with SFRTA and its design consultants, the Treasure Coast Regional Planning Council. Revised site plans were submitted as a result of these meetings.

On April 28, 2006, the Property Committee and the SFRTA Governing Board approved a Resolution of Endorsement supporting the mixed-use development. SFRTA is currently assisting York in obtaining a Cross-Access Agreement from FDOT for connection to the east parking lot of the Deerfield Beach Tri-Rail Station. York has also agreed to construct improvements to the east parking lot in order to facilitate this joint access.

5. DELRAY BEACH REDEVELOPMENT PLANS

On December 15, 2007, Paul Dorling with the City of Delray Beach presented the redevelopment plans for the City of Delray Beach (City) to the Property Committee. The redevelopment plans will ultimately affect passenger parking at the Delray Beach Tri-Rail Station. The Property Committee stated their support for the redevelopment efforts and requested Mr. Dorling to return to a future meeting of the Property Committee to report on the project's progress. On December 19, 2006, SFRTA staff sent a letter to Mr. David Harden, City Manager supporting the City's plans for redevelopment, informing the City of SFRTA's future parking demand projections for the Delray Beach Tri-Rail Station and requesting coordination with the City as the redevelopment plans are advanced.

6. PROPOSED HALLANDALE BEACH STATION

At the March 24, 2006 meeting of the Property Committee, the City of Hallandale Beach requested that the South Florida Regional Transportation Authority (SFRTA) evaluate the feasibility of constructing a new station along the existing Tri-Rail Corridor in the vicinity of the Hallandale Beach Blvd. in central Broward County. Staff was directed to evaluate the request, and the City was directed to present SFRTA with information on how it could contribute to the proposed new station.

At the May 25, 2006 Property Committee Meeting, the item was reviewed by the committee. Property Committee members directed staff to work with the City to explore options of building a new station within the City and to identify funding strategies to support the project.

The Development Order for the Village of Gulfstream Park DRI was approved by the South Florida Regional Planning Council on January 5, 2005, with the condition of using its best efforts to locate a Tri-Rail station in proximity to the site. A voluntary regional transportation mitigation agreement (Agreement) is being developed between Broward County, City of Hallandale Beach SFRTA, and the Village of Gulfstream Park, LLC which would allocate \$3 million toward reimbursement of the capital expenses of constructing a new station in the Hallandale Beach area. If a station is not included in the Transportation Improvement Program adopted by the Broward County Metropolitan Planning Organization by February 15, 2009, the \$3 million would be paid to Broward County for bus transit projects. This Agreement is anticipated to be brought to a future meeting of the Property Committee and the SFRTA Governing Board for final approval.

7. PROPOSED MANGONIA PARK LEASE AND EASEMENT AGREEMENT

At the February 17, 2006 Property Committee Meeting, staff provided an update to the Property Committee of our unsuccessful efforts over the last two years to renew/extend the Lease and Easement Agreement with Don King Arena, Inc. (DK) for parking and access to Tri-Rail's Mangonia Park Station. The Committee directed staff to continue to contact DK regarding their willingness to either renew the existing Lease and Easement Agreement with its original terms or grant a new Lease and Easement Agreement to the SFRTA for the Tri-Rail's Mangonia Park Station.

On December 1, 2006, DK representative Charles Lomax contacted SFRTA staff and requested a meeting with SFRTA and the new contract purchaser of the property. On December 11, 2006, staff met with Charles Lomax and his attorney along with FRI Investors to discuss their development plans for the property. FRI Investors proposes to develop a 600,000 square feet office and industrial development on approximately 38 acres and allowing SFRTA to lease approximately 3.3 acres (240 spaces) for a parking lot. To date, staff has been actively negotiating with DK for a new lease and access easement agreement and will update the Board on the negotiations at the February Board Meeting.

8. PROPOSED POMPANO PARK STATION

On January 5, 2006, TOD Advisors, LLC presented their development plans for the Pompano Park Racetrack and Casino to the Property Committee. TOD advisors requested that SFRTA evaluate the feasibility of constructing a new station in the vicinity of the Pompano Park Race Track in Pompano Beach to service the development. SFRTA staff met with TOD Advisors on February 8, 2006 to learn more about their development plans. On May 25, 2006, the Property Committee directed staff to request a comprehensive proposal from TOD Advisors in accordance with SFRTA Policy for Unsolicited Proposals. Staff is still awaiting a formal proposal from TOD Advisors.

9. SHERIDAN STREET STATIONSIDE VILLAGE

At the February 25, 2005 Property Committee Meeting, SFRTA requested that staff send a letter to FDOT as to how the SFRTA can assist and/or be involved in the Sheridan Street Project. FDOT was scheduled to present on the project at the September 23, 2005 Property Committee Meeting; however, time constraints prevented the item from being heard on that date. Staff was directed to bring the item forward at a future date. Since that time, SFRTA has met twice with the developers to discuss the site plan.

10. STATION AREA LAND USE, ZONING & GOVERNMENT-OWNED PROPERTIES

At the September 22, 2006 Property Committee meeting, staff was directed to prepare maps of the land use, zoning, and government owned properties surrounding Tri-Rail stations. These were presented at the October 27, 2006 Property Committee meeting. At that time, the Committee Members requested that maps of government owned properties be keyed to ownership information. These maps have been presented at the December 15, 2006 and January 26, 2007; however, time constraints prevented them from being reviewed.

11. TRI-RAIL STATION PARKING AND CIRCULATION STUDY

The primary purpose of this study is to identify existing and future parking needs at Tri-Rail stations, and to develop a staged parking improvement implementation plan. As part of this Study, an inventory and usage survey was conducted and demand projections for parking at each Tri-Rail station were completed. Staff and its consultants are currently developing recommendations for enhancements to parking capacity, vehicular and pedestrian circulation, loading areas, bicycle facilities, and transit amenities. A presentation to the Property Committee and the SFRTA Governing Board is planned for March 2007.

12. WEST PALM BEACH BUS TRANSFER FACILITY

Palm Beach County (the County) currently owns approximately six (6) acres of land west of the West Palm Beach Station (The West Property). The West Property was purchased in 1991 by the County for use as an Intermodal Facility. The southern end of the West Property is planned to accommodate a Bus Transfer Facility for Palm Tran buses while the northern end is planned to accommodate joint development activities. Development of the West Property was initially being handled by SFRTA, however at the January 13, 2006 Governing Board Meeting, the Chair stated that at the request of the Mayor of the City of West Palm Beach, the City via its CRA would take the lead in working with Palm Beach County to resolve all development issues surrounding the West Property. SFRTA staff is currently working with Palm Beach County and the City of West Palm Beach Community Redevelopment Agency (CRA) to ensure that all activities related to the Bus Transfer Facility are coordinated and do not negatively impact the Tri-Rail West Palm Beach Station.

13. WEST PALM BEACH TRANSIT-ORIENTED DEVELOPMENT

In January 2005, the Treasure Coast Regional Planning Council (TCRPC) conducted a week-long charrette process to develop a conceptual development plan for a Transit-Oriented Development (TOD) in downtown West Palm Beach. The subject area for the TOD includes roughly 36 acres located both east and west of the current Tri-Rail station on Tamarind Avenue. The properties are owned primarily by the Federal government; State of Florida; Palm Beach County; and the American Red Cross; along with other smaller owners. The TOD Project is currently being advanced by the City of West Palm Beach CRA in coordination with the TCRPC. Staff continues to coordinate with the City of West Palm Beach CRA and the TCRPC

on the progress of this project and any impact it may have on the West Palm Beach Tri-Rail Station.

MINUTES
PROPERTY COMMITTEE MEETING
OF JANUARY 26, 2007

The Property Committee meeting was held at 8:30 a.m. on Friday, January 26, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Mr. George Morgan, Jr., SFRTA Board Member and Property Committee Chair
Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair

ALSO PRESENT:

Commissioner Jeff Kooms, SFRTA Board Member
Mr. Neisen Kasdin, SFRTA Board Member
Mr. Joseph Giulietti, SFRTA Executive Director
Mr. Jack Stephens, SFRTA Deputy Executive Director
Mr. Brad Barkman, SFRTA
Ms. Loraine Cargill, SFRTA
Mr. William Cross, SFRTA
Ms. Diane Hernandez Del Calvo, SFRTA
Ms. Mary Jane Lear, SFRTA
Mr. Michael Masanoff, Cypress Creek Partners, LLC
Ms. Renee Mathews, SFRTA
Mr. Dan Mazza, SFRTA
Ms. Teresa Moore, Greenberg Traurig
Mr. Jeff Olson, SFRTA
Ms. Flavia Silva, SFRTA
Ms. Lynda Kompelien Westin, SFRTA
Mr. Edward Woods, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 8:35 a.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Smith moved for approval of the Agenda. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved unanimously.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

Mr. Masanoff, Cypress Creek Partners (CCP), stated that CCP has made some progress in relation to the jurisdictional wetlands/environmental issues associated with the Cypress Creek site. Mr. Masanoff continued stating that according to their environmental review of the site there are no indications of any wetlands/environmental issues. In order to obtain a “sign off” from Broward County, Mr. Masanoff requested SFRTA submit a letter to Broward County authorizing CCP to act on SFRTA’s behalf regarding the jurisdictional determination of the wetlands.

The Chair pointed out that the next step is for CCP to submit a formal proposal to the SFRTA. General Counsel recommended that SFRTA represent itself in any such determination.

The Chair moved the discussions to the next item in the Agenda.

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| CONSENT AGENDA |
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| Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately. |
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C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of October 27, 2006

Mr. Smith requested that the Minutes of the Property Committee Meeting of October 27, 2006 be amended to reflect the following:

- 1) Vice-Chair Smith requested that the Property Committee members, with the help of staff, develop a matrix to objectively determine the best location for the South Florida Regional Transportation Authority headquarters and further that a list of facts considered would be fully refined before recommending to the full Board such a location; and
- 2) The Chairman suggested that one of the items included in the matrix to be considered in determining the best location for the South Florida Regional Transportation Authority’s headquarters should be that of a location that has a proper power source and also a communication network; and
- 3) Mr. Masanoff, the former Property Committee Chair and former Board Member, provided comments at the October 27, 2006 Property Committee meeting regarding what is presently around the Boca Raton station.

Mr. Smith moved to amend Item C1 of the Consent Agenda to include the clarifications provided in items 1, 2 and 3 listed above. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 of the Consent Agenda approved as amended.

The Chair moved the discussions to the next item in the Agenda.

C2 – MOTION TO APPROVE: Minutes of Property Committee Meeting of December 15, 2006

Mr. Smith stated that he would like to review the December 15, 2006 Property Committee recordings prior to approving the Consent Agenda.

Mr. Smith moved to defer the motion to approve the Minutes of the Property Committee Meeting of December 15, 2006 to the next Property Committee meeting. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item C2 of the Consent Agenda deferred to the next meeting of the Property Committee.

The Chair moved the discussions to the next item in the Agenda.

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| REGULAR AGENDA |
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| Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired. |
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R1 – MOTION TO RECOMMEND: Criteria List for Evaluating Potential Sites for SFRTA Administrative Facility

Mr. Smith stated that he liked the criteria that was put together by staff however; he would like to consider items such as sufficient parking, joint parking agreements, shuttle services and transit support. Mr. Smith continued stating that disaster planning should be included as one of the items in the criteria list and also items that would support staff during a disaster, such as major power source/generator, computer network connections, power lines, street flooding and removal of debris.

The Chair tabled the motion to recommend the List of Criteria for Evaluating Potential Sites for SFRTA Administrative Facility for 30 days. The Chair stated that there is a need for further discussion with staff to expand the list of evaluation criteria and, directed staff to include the items presented by Mr. Smith in the criteria list for discussion at a future Property Committee meeting.

The Chair moved the discussions to the next item in the Agenda.

R2 – MOTION TO RECOMMEND: Boca Raton Station Phase II Joint Development Project Implementation Schedule

The Chair stated that he and staff met with the Boca Raton City Mayor and the City Manager and stated that both were supportive of the SFRTA plans to develop the Phase II Development Project to accommodate 60,000 square feet of office and 10,000 square feet of retail. The Chair also pointed out that there is a relative short timeframe to secure the building permit.

Mr. Giulietti, SFRTA Executive Director, stated that Opus South Corporation contacted SFRTA and met with staff to discuss what could be done at the site and their intention of submitting an unsolicited proposal to the SFRTA for the development of the site.

Mr. Smith stated that although time is of the essence, he did not think that a decision needed to be taken about filing an amendment for the time extension of the Development of Regional Impact (DRI) during this meeting. Mr. Smith declared that he would prefer to apply pressure on the developer who plans to come in with an unsolicited proposal so they can assist the SFRTA with the extension of the DRI. Mr. Smith added that he would not vote to accept the proposed implementation plan.

Mr. Stephens, SFRTA Deputy Executive Director, stated that there were two separate meetings with the City of Boca Raton staff. The first meeting involved SFRTA staff, the City of Boca Raton Director of Development Services and the Director of Planning and Zoning, the second meeting involved the Property Committee Chair, SFRTA staff, the Boca Raton City Mayor and City Manager. Mr. Stephens stated that City staff advised SFRTA to assemble a team of consultants to support SFRTA's efforts in the planning phase of the Boca Raton Station Phase II Joint Development Project. Mr. Stephens pointed out that per the Property Committee request staff was directed to compile a list of consultants and their cost estimates for implementing the Phase II Joint Development Project. Mr. Stephens said that the proposed Consultant Team includes Siemon & Larsen (S&L), Kimley-Horn & Associates (KH) and the Treasure Coast Regional Planning Council (TCRPC) which would perform tasks such as; DRI and zoning issues, traffic and market studies, bids, site plan reviews and approvals. Mr. Stephens said that the total cost for the consultants' fees is estimated at \$195,000 including a 15% contingency and affirmed that at this time these consultants are not engaged in any activities.

Mr. Giulietti stated that although there is the opportunity for potential unsolicited proposals that would allow a developer to work directly with the consultants, the DRI could potentially expire before SFRTA could get anything done.

Mr. Smith inquired about the possibility of tabling this motion for 30 days.

Mr. Stephens stated that this decision is within the Property Committee's discretion but pointed out that there is a time factor to be discussed and that he has been advised by TCRPC and S&L that a Notice of Proposed Change (NOPC) will be required to change the development plans per Florida Statutes.

Mr. Smith stated that he is not prepared to support the Implementation Plan at this time.

Mr. Smith moved to defer the motion to recommend the Boca Raton Station Phase II Joint Development Project Implementation Schedule for thirty (30) days. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item R2 of the Regular Agenda deferred to 30 days.

The Chair moved the discussions to the next item in the Agenda.

R3 – MOTION TO RECOMMEND: Modification to Purchase Order No. 05-000380 with Holland & Knight, LLP for Special Legal Services related to the Boca Raton Phase II Joint Development Project

Mr. Smith moved for approval of the recommendation to modify Purchase Order No. 05-000380 with Holland & Knight, LLP for Special Legal Services related to the Boca Raton Phase II Joint Development Project. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item R3 approved.

The Chair moved the discussions to the next item in the Agenda.

| INFORMATION / PRESENTATION ITEMS |
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| Action not required, provided for information purposes only. |

I1 – INFORMATION: Tri-Rail Station Parking and Circulation Study

Mr. Cross, Manager of Planning and Capital Development Department, addressed the Property Committee regarding the results of the Tri-Rail Station Parking and Circulation Study. Mr. Cross stated that SFRTA staff and the Consultants are currently developing recommendations for enhancements to parking capacity, vehicular and pedestrian circulation, loading areas, bicycle facilities, and transit amenities. Mr. Cross stated that this Study will be taken to the Planning and Technical Advisory Committee and the SFRTA Governing Board at their March 2007 meetings.

I2 – INFORMATION: Station Area Land Use, Zoning & Government-Owned Properties

There were no discussions regarding Information Item I2 – Station Area Land Use, Zoning & Government-Owned Properties during the meeting.

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no reports or comments from the SFRTA Executive Director.

PROPERTY COMMITTEE MEMBER COMMENTS

There were no comments from the Property Committee Members.

ADJOURNMENT

The meeting was adjourned at 9:55 a.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE MEETING

JANUARY, 2007

The Construction Oversight Committee did not meet during the month of January 2007. Currently, there are no agenda items pending.

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MINUTES **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **JANUARY 17, 2007**

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, January 17, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair
Mr. Jeff Weidner, Florida Department of Transportation (FDOT)
Mr. Jose Mesa, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Enrique Zelaya, Broward Metropolitan Planning Organization (MPO)
Ms. Carolyn Dekle, South Florida Regional Planning Council (SFRPC)
Mr. Fred Stubbs, Palm Tran
Mr. Gustavo Schmidt, Florida Department of Transportation, District IV (FDOT)
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. Joseph Quinty, SFRTA
Ms. Kim Delaney, Treasure Coast Regional Planning Council (TCRPC)
Mr. William Cross, SFRTA
Mr. David Korros, Florida Department of Transportation, District VI (FDOT)

ALSO PRESENT:

Mr. Dan Glickman, Citizen
Ms. Elaine Magnum, SFRTA
Mr. Eric Goodman, SFRTA
Mr. Michael Moore, Gannett Fleming
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Larry Allen, South Florida Regional Planning Council (SFRPC)
Ms. Isabel Cosio Carbello, South Florida Regional Planning Council (SFRPC)
Mr. Lois Bush, Florida Department of Transportation (FDOT)
Ms. Chris Hammel, Florida Department of Transportation (FDOT)
Ms. Irma San Roman, Miami-Dade Metropolitan Planning Council (SFRPC)
Mr. Shi-Chiang Li, Florida Department of Transportation (FDOT)
Mr. Eric Lieberman, PB Transit & Rail Systems, Inc.
Mr. John Lafferty, PB Transit & Rail Systems, Inc.

CALL TO ORDER

The Chair called the meeting to order at 10:05 a.m.

ROLL CALL

The Chair requested a roll call by the Minutes Clerk.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Fred Stubbs moved for approval of the Agenda. The motion was seconded by Ms. Kim Delaney

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair called the motion to a vote and it was approved unanimously.

DISCUSSION ITEMS

There were no discussion items.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no matters by the public requested.

| CONSENT AGENDA |
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| Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately. |

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of November 30, 2006

A motion was made by Mr. Gustavo Schmidt to approve the meeting minutes. The motion was seconded by Ms. Carolyn Dekle. The motion was called to a vote and carried unanimously.

| REGULAR AGENDA |
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| Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired. |

RI - MOTION TO APPROVE: PTAC Chair and Vice Chair for Fiscal Year 2006-2007

Mr. Quinty explained that election of PTAC officers should have been on the agenda of the August meeting, but there was staff misunderstanding of whether the chair’s term is served on a fiscal year or calendar year basis. He stated that another election would need to be held during the summer after the new fiscal year begins. Mr. Whitfield then opened the nominations to all committee members. Mr. Jeff Weidner nominated Mr. Randy Whitfield as Chair; it was seconded by Ms. Kim Delaney. The Chair asked for additional nominations and none were given. Mr. Weidner motioned to approve Mr. Whitfield as

PTAC chair, and was seconded by Mr. Schmidt. Mr. Whitfield then asked for further discussion and/or opposition to the motion. Hearing none, the Chair called a vote on the motion and it carried unanimously.

Discussion then ensued on whether committee bylaws called for a SFRTA representative to serve as the vice chair. Consensus was reached that a staff member from SFRTA had always been the PTAC Vice Chair. Mr. Enrique Zelaya nominated Mr. William Cross for Vice Chair. Mr. Cross declined the nomination, stating that his SFRTA colleague Mr. Joseph Quinty has been more active in PTAC matters. Mr. Cross then motioned that Mr. Quinty be the PTAC Vice Chair. The motion was seconded by Ms. Kim Delaney. The Chair asked for further discussion and/or opposition to the motion. Hearing none, the Chair called a vote on the motion and it carried unanimously.

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| INFORMATION / PRESENTATION ITEMS |
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| Action not required, provided for information purposes only. |
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11. - INFORMATION: Fort Lauderdale Downtown Transit Circulator Project Fort Lauderdale Downtown Development Authority)

Mr. John Lafferty of Parsons Brinckerhoff gave a presentation detailing the DTC project and its activities. Mr. Lafferty explained that the project has an aggressive schedule, which targets the opening of revenue service in 2009. He stated that the Fort Lauderdale Downtown Development Authority (DDA), is pursuing the project through the Federal Transit Administration (FTA) New Starts/Small Starts process. He also cited numerous coordinating agencies as partners in the project effort, including FDOT, the Broward MPO, Broward County Transit (BCT), the South Florida Regional Transportation Authority (SFRTA), Broward County, and the City of Fort Lauderdale. Mr. Lafferty stated that the need for the project stems from the residential, employment, and entertainment growth in downtown Fort Lauderdale. He said that the project seeks to spark further economic development downtown and help to create an environment that is transit oriented and pedestrian friendly.

Mr. Lafferty also commented that a key to the project's success will be connections to other planned regional transit projects, including service on the FEC railroad and the Central Broward East-West Light Rail project. The project is also planned to connect with major parking facilities at the edges of downtown, so that automobile travel is reduced in the downtown core. While a downtown circulator is the focus of the project, Mr. Lafferty pointed out that there are also Intelligent Transportation Systems (ITS) and streetscape elements. These include traffic signal preemption and numerous landscape and sidewalk improvements.

Mr. Lafferty stated that the project currently has nine alternatives under consideration, but is hoping to soon pare it down to three alternatives. This will be followed by narrowing it down to one locally preferred alternative (LPA), which Mr. Lafferty hopes will occur in late spring or summer. He pointed out that a major decision will be the type of vehicle chosen for the build alternatives. Mr. Lafferty distinguished the characteristics of light rail transit vehicles and streetcars, noting their sharp differences in length, weight, and capacity. He also mentioned that overall project cost would not exceed \$250 million and the federal share of funding would not be more than \$75 million. Mr. Lafferty also stressed the great amount of public participation that has been part of the project, citing approximately 85 meetings that have involved the public and stakeholders.

Discussion ensued regarding the impact of the project using existing bridges versus the US 1 tunnel to cross the New River. Mr. Lieberman addressed some of these issues by stating that the tunnel option has not yet been found to be a fatal flaw. He added that the 3rd Avenue bridge was older and may need complete replacement to accommodate the project, while the Andrews Avenue bridge is somewhat newer and may just need to be retrofitted. Mr. Lieberman commented that using the bridges presents operational challenges, as each bridge opens approximately 40 times per day, as they open on demand except during portions of rush hour. Mr. Whitfield asked who would operate the service if built. Mr. Lafferty replied that it would likely be Broward County Transit. Mr. Glickman asked if there was a federal earmark some years back, and if it was still in effect. He also asked about the rise in project cost from previous estimates of \$50 million to the current \$250 million. Mr. Lafferty replied that he thinks the total cost will actually fall in the \$103 to \$147 million range, including any necessary bridge upgrades. Mr. Lieberman added that the \$50 million estimate was from an earlier study that did not take into account utilities relocation nor station locations, and assumed that the system would have DMU vehicles, which do not require overhead electric catenary. Mr. Lafferty also noted that the funds for the earmark were prior to SAFETEA-LU legislation, which means they can still be used towards a future preliminary engineering (PE) phase, but can not be used for the current alternatives analysis (AA) phase.

12. - INFORMATION: Central Palm Beach County Transportation Corridor Study

Mr. John Lafferty of Parsons Brinckerhoff gave a presentation that provided an overview of the Central Palm Beach Transportation Corridor Study and its upcoming activities. Mr. Lafferty explained that the study began in August 2006 and is expected to be complete in April 2007. The study is being jointly funded by the South Florida Regional Transportation Authority (SFRTA) and Palm Beach Metropolitan Planning Organization (MPO), with other partners including FDOT, PalmTran, and Palm Beach County Traffic Engineering. Mr. Lafferty outlined the tasks in the scope of services and gave an overview of the study area, which he described as jagged due to trying to capture the relevant traffic analysis zones (TAZ's).

Mr. Lafferty listed the existing problems in the corridor that have prompted this study. They include limited road capacity to handle current and future traffic, limited east-west travel options, existing transit services being affected by traffic congestion, and increased residential population in the western communities despite the bulk of job opportunities being located closer to the coast. Mr. Lafferty stated that rapid bus alternatives will be the focus of the study effort, although a Light Rail Feasibility Analysis report was performed for the corridor. He commented that the analysis found light rail to be physically possible in the corridor, but not cost effective.

Ms. Delaney mentioned that TCRPC is currently exploring a large urban redevelopment area in Palm Beach County, spanning much of the area between I-95 and Florida's Turnpike from Okeechobee Blvd. to Forest Hill Blvd. She stated that Military Train and Congress Avenue are two corridors being evaluated as part of the effort. It is hoped that they can be redeveloped as transit oriented corridors that could provide workforce housing, while still working within the framework of the comprehensive plan and concurrency. Mr. Zelaya asked if exclusive right of way was being considered for the bus routes. Mr. Lafferty replied that it is being examined and would be ideal, but there is limited right of way available east of Haverhill. Mr. Mesa asked if alternatives will be pursued for each east-west road in the study area, or just one or two. He also commented that it was revolutionary that this concept is being explored in Palm Beach County. Mr. Lafferty replied that options will be developed for all of the east-west roads, and then it will be determined which ones are most applicable. The end result could be just one route, or a combination of alternatives. Mr. Whitfield commented that the Palm Beach LRTP calls

for improved transit on both Okeechobee and Southern. Mr. Stubbs added that he thought an express route on Southern makes sense because of its ongoing upgrades, but sees the most need on Okeechobee where there's no right of way to work with. Mr. Glickman asked why light rail was determined to not be feasible in the corridor. Mr. Lafferty replied that the population and employment densities in the corridor are far below the densities seen in other light rail systems that have been developed in North America.

I3. - INFORMATION: South Florida Regional Transportation Authority FY 2007-2012
Transit Development Plan (TDP Update)

Mr. Joseph Quinty gave a brief update on SFRTA's TDP efforts. He announced that SFRTA Planning staff has been working with consultant Gannett Fleming to finalize the scope of services for TDP Update covering the next five year period, and a notice to proceed is expected to be issued by the end of January. Mr. Quinty mentioned that SFRTA Planning staff had originally intended to pursue a Major TDP Update for this effort, despite the fact that a Major Update was not required until the following year. He noted however, that after further consideration staff decided to pursue a "hybrid approach" for its upcoming TDP Update. Mr. Quinty stated that the TDP will be a Minor Update, but go beyond the standard information typically included in such documents. He commented that in addition to updating the currently adopted TDP, SFRTA will use the TDP Minor Update as a means to (for the first time) perform analysis on mainline Tri-Rail operations and shuttle bus operations beyond the upcoming 48-50 train schedule. Mr. Quinty also noted that extensive Tri-Rail onboard survey work will be completed as part of the minor update. He stated that all of the Minor TDP work will be incorporated in the following year's TDP Major Update, which will go beyond the existing Tri-Rail and SFRTA operated shuttles and more closely examine a number of regional issues.

Ms. Dekle noted that SFRPC will be conducting a larger regional visioning process over the next two years, and hoped it could be tied into this effort. Mr. Roberson asked if the findings of the TDP Minor Update would be able to be incorporated into SFRTA's legislative priorities for the current session. Mr. Cross replied that he did not think that such needs will be identified soon enough. Mr. Zelaya asked if the RTA feeder bus network will be looked at as part of the Minor TDP. Mr. Quinty replied that it would be, and stated that the consultant was selected for the project in part because their project manager has substantial experience with bus-rail in other parts of the country.

I4. - INFORMATION: South Florida Regional Transportation Authority Strategic Regional
Transit Plan

Mr. Quinty thanked all the committee members who met with SFRTA throughout December as part of the Strategic Plan's partner agency briefings. He noted that the only agency briefing that still needs to be held is Miami-Dade Transit. Mr. Quinty provided a brief description of the project's next steps, and commented that he will provide a summary of all comments from the partner agency briefings after the MDT meeting is held. He also promised a detailed presentation and technical analysis at the next PTAC meeting, where the Strategic Plan will be one of the feature agenda items.

Discussion then ensued among committee members regarding numerous bus corridors in Broward County. Mr. Glickman asked if there was any further thought given to the creation of a steering committee for this project. Mr. Quinty replied that he envisioned the PTAC being the Strategic Plan steering committee, especially since PTAC meetings will be held monthly for the first half of 2007 and this project will be on the agenda of every PTAC meeting until its completion.

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|--------------------------------------------------------------|
| MONTHLY REPORTS |
| Action not required, provided for information purposes only. |

OTHER BUSINESS

Mr. Mesa raised the issue of meeting locations for SEFTC meetings, and also for PTAC when held on the same date as SEFTC or the Regional LRTP Committee. Mr. Mesa expressed hope that Miami-Dade would host an upcoming SEFTC meeting, and also wished that PTAC could be moved to SFRPC offices on dates that SEFTC is being held there. There was consensus among committee members that these ideas were worthy of further consideration. Mr. Mesa also took the opportunity to introduce some of his staff members who normally do not attend PTAC, but were present due to SEFTC being held shortly afterwards.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Executive Director Reports/Comments at this meeting.

PTAC MEMBER COMMENTS

There were no additional member comments.

ADJOURNMENT

The meeting was adjourned at 11:34 am.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
January 16, 2007

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:00 P.M. on Tuesday, January 16, 2007 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Bonnie Arnold (Chair), SFRTA/Tri-Rail
Phyllis Berry, Broward County Transit
Michael DeCossio, Miami-Dade Transit
Lisa Peterson, FDOT

COMMITTEE MEMBERS NOT PRESENT

Lili Agee, Palm Tran

ALSO PRESENT

Georgena Bennett
Kelly Ann Gallagher, APTA (special guest for only part of the meeting)
Michael Goodman, Bitner Goodman
Robyn Hankerson, Bitner Goodman
Renee Matthews, SFRTA/Tri-Rail
Steve Rosenberg, SFRTA/Tri-Rail
Jennifer Ryan, South Florida Commuter Services

CALL TO ORDER

The Chair called the meeting to order at 2:18 p.m.

MINUTES APPROVAL –

- Prior meeting Minutes were approved

DISCUSSION ITEMS

II. SMART CARD PRESENTATION

- Ms. Arnold introduced Renee Matthews who is SFRTA's Smart Card Project Manager.
- Ms. Matthews stated that an RFP was put out in April 2006, an additional one to an earlier RFP. It is slowly progressing and an award should be arrived at in March or April.
- The technical requirements have been the focal point of the project so far.
- The business aspect will be worked on next as there will only be a short amount of time between entering into a contract, installation and the beginning of usage.
- The dynamics of instituting Smart Card regionally need the most study and evaluation.
- The branding of the Card will be finalized by the RTA Marketing Committee as well as the decision of the scope of the marketing campaign; how it will be designed regionally and how to benefit each agency. The focus of the vision and the budget need to be decided upon.
- Focus group needs to be developed to determine how Smart Cards will be accepted by the riding public. Each agency has its own concerns.
- Ms. Matthews stated that she has worked closely with Hugh Chen of MDT, Lorraine Smith and Butch Smith of Palm Tran and Rebecca Horwitz of BCT. She further stated that there is a group of consultants from the firm, In Momentum who are working on this project with regard to business rules and planning. They are working in conjunction with PBS&J. Ms. Matthews stated she would like In Momentum to be at the next meeting to discuss all aspects of this project.
- Ms. Matthews stated she has been working closely with MDT and is hoping that BCT and Palm Tran will become involved and that they buy the same equipment.
- MDT had very obsolete equipment.
- Smart Card will have the ability to deduct each agency's fee.
- There is an RFP to buy the entire system for Tri-Rail and MDT with the option for Palm Tran and BCT to join in if they so choose.
- MDT needs a huge amount of equipment due to the large number of bus stops and train stations in its system.
- If all agencies do not subscribe to this system and the regional approach is used, problems will arise when inter-county connectivity can not occur via the Smart Card.
- MDT reports that due to much counterfeiting of fare media, they are pushing strong for the Smart Card. In doing so, they would be able to capture each fare.
- Each agency needs to make the system work for itself before it can be integrated.

- Mr. DeCossio stated that he is considering introduction of the Smart Card via Golden Passport.
- Mr. DeCossio said that he has the beginnings of a marketing plan which he would like to share at the next meeting.
- It was asked, at what point a discount would be applied (as with Sun Pass on toll roads, for using its transponders). It was stated that no discounts would apply; on the convenience of use.
- The subject of transfers, discounts, travel to and from Tri-Rail, and use of two buses, needs to be addressed.
- It was asked whether this Committee is charged with selecting a “look” for the Smart Card. Mr. DeCossio stated that he has pictures of the Smart Card designs that Bitner Goodman created.
- Ms. Berry stated that although Palm Tran and BCT may not be ready to immediately join in, they still need to be part of the process, so that when the time comes, transition will be easier, but until that time Smart Card should not be marketed as regional program.
- Mr. DeCossio stated that photo ID on Smart Card would avoid mishandling. Colleges have photo IDs, so students will not need a photo on Smart Card.
- Ms. Arnold asked whether the Committee wanted to revisit Bitner Goodman’s designs.
- Ms. Arnold, Mr. DeCossio and Mr. Goodman will meet prior to the next Committee meeting in order to review previous presentation including samples.

At this point, Kelly Ann Gallagher, Director of Commuter Service for APTA, arrived as a guest of the Committee.

12. “REFER YOUR COMPANY TO TRANSIT” CAMPAIGN

- South Florida Commuter Services would like to propose a transit card to be distributed on all the transit systems with the expectation that “leads” could be shared. The object is to have current riders refer SFCS to companies which they can then meet with to discuss transportation options. All the agencies would share the leads.
- When a passenger supplies a lead, that person would get a free transit pass which will be given by SFCS. SFCS will pay the transit agency for the passes.
- It is hoped that February would be the launch date before March’s Commuter Challenge.
- Mr. DeCossio would like to invest some regional money in promoting corporate sales.
- Ms. Bennett stated that she finds people are getting discount fares but are not participating in tax benefit programs.
- Ms. Ryan stated that SFCS has testimonials which are available for use.

13. COMMUTER CHALLENGE 2007

- Instead of Commuter Challenge running for one day, the plans are for it to run for one work week, May 14 – 18.
- Each agency would have its own featured day.

- Ms. Berry indicated she was told that Communities in Motion is being considered as a spring rather than a fall event but this had not been confirmed. Ms. Arnold will call APTA in order to get more information relative to the date of the event.
- Mr. DeCossio stated that last year, the Miami Herald challenged the end result of Commuter Challenge intimating that the results were fixed. The Committee suggested that the Miami Herald reporter, Larry Lebowitz, be invited to witness the race this year.
- Mr. DeCossio stated he would like to get a TV station (hopefully with a traffic helicopter) and/or a celebrity involved this year in order to create more interest.
- Ms. Ryan stated that two kinds of coverage will take place: Palm Beach coverage, and Miami-Dade/Broward coverage.
- The Committee express that five days may be too much of a time span for this event, but sees three days as more palatable. Perhaps one day for commuting, one day for corporate and one day to focus on other issues. The whole event could start off by a regional race.
- Ms. Arnold stated that public broadcast stations could be worked into this event.
- The “message” could be the completed double tracking with its three-county connectivity.

14. TRAIN AND BUS SCHEDULE / ROUTE UPDATES

- Ms. Arnold stated that Tri-Rail is hoping to increase service from 40 to 50 trains per day, Monday through Friday and possibly increasing 14 and 12 on Saturday and Sunday, to 18 and 16 trains per day, respectively. Once the New River Bridge is completed and the Dispatching Contract is negotiated, a better idea of when implementation can begin will be possible. Brad Barkman (of SFRTA/Tri-Rail) via the Technical Advisory Committee has been working with Gerry Gawaldo (Palm Tran) and Izzy Hernandez (BCT) to ensure connections work for the extra trains. Three billboards along I-95 have been allocated for April advertising of the additional train service.
- BCT advised that some scheduling changes went into effect on December 31, 2006 and in March, some new service improvements will occur.
- BCT has some ongoing controversy relative to the awarding of the bus bid purchase to NABI. A hearing office ruled the award should go to NABI not New Flyer but the ruling was later amended to only state New Flyer should not be awarded the contract since only the Board of County Commissioners can award a contract. This action delayed the acquisition of new buses needed for new service. BCT is working with MDT to use some of MDT's surplus buses until new buses are acquired.
- Mr. Goodman asked Ms. Berry about the possibility of BCT servicing the Seminole Hard Rock Hotel and Casino. Ms. Berry stated that Route 18 travels near the site, but the facility was looking for more frequent service as well as 24/7 service.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

- March is expected to be a big month for BCT with the introduction of new bus service on Stirling Road as well as limited-stop (to be called “breeze”) service on Federal Highway from Sample Road to Aventura.
- Articulated buses arriving in March to run along State Road 18 7.
- BCT’s new look is revealed in the agency’s newsletter; no more honeycombs on buses.
- Board of County Commissioners want to examine BCT’s transit advertising program in an effort to get more revenue. The county recently exercised an option to renew Lamar contract for one year.
- A survey of the advertising programs of Florida transit agencies was conducted. Lynx is doing very well as they have an in-house advertising program.. APTA ~~is~~ has taken a lead role in pulling transit to look at transit advertising and how agencies can garner a larger share of revenues.
- Bus operator and mechanics union contract has been outstanding for over a year and appears to be coming to an agreement.
- Will be going to the Board of County Commissioner to express interest in increasing fares which are lower than any other Florida transit property.
- Would like to introduce a reduced college bus fare. It is very important because some of the campuses (downtown Fort Lauderdale) are planning to increase-parking charges so this is needed to defray that cost.
- Presented new agency newsletter which is called “Headways.”

FDOT

- Paula Scott has taken Corine Williams’ place as Grants Coordinator.
- Discretionary grants applications will be available soon. Money will be available in 2008, but needs to be applied for this year.

MIAMI-DADE TRANSIT

- With regard to bus shelters, an Art Deco design has been adapted from Spain in which 3,000 new shelters will be created (1,500 are in use already). These all have advertising opportunities inherent in their design.
- Youth Fair and Coconut Grove Arts Festival are upcoming.
- Miami Children’s Museum has a railroad exhibit upcoming. Mr. DeCossio suggested that the other agencies partner since there is no cost for participation. It will be an interactive exhibit.

PALM TRAN

No representation at this meeting

SOUTH FLORIDA COMMUTER SERVICES

- Will present details of two ongoing campaigns at the next meeting.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

- APTA Marketing Communications Workshop will take place February 25 – 28 at the Las Vegas Hilton Convention Center. Special PIO track will begin at this Conference with a PIO sub-committee which Ms. Arnold will co-chair with Lisa Farbstein from WMATA.
- Rail~Volution (building communities around existing rail) is being hosted by MDT and SFRTA/Tri-Rail at the Lowe's on Miami Beach from October 31 – November 4. The Steering Committee is meeting in San Francisco this week. We need to outline for them, agency-specific goals as well as regional goals and then create some mobile workshop concepts. Each agency should consider their respective areas as examples of what Rail~Volution is working to promote.

OLD BUSINESS

None

NEW BUSINESS

With no further comments, the meeting adjourned at 4:10 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
JANUARY 25, 2007

The regular Meeting of the South Florida Operations Technical Committee meeting was held on Thursday, January 25, 2007, at 10:00 a.m., at the Palm Tran offices, located at 3201 Electronics Way, West Palm Beach, Florida.

COMMITTEE MEMBERS PRESENT:

Gerry Gawaldo, Palm Tran
Brad Barkman, SFRTA
Chuck Cohen, Palm Tran
Jeff Weidner, FDOT IV
Peter Wolz, BCT
Jim Udvardy, SFCS
Steve Alperstein, MDTA
Larry Penso, SFEC/TMA
Les Hollingsworth, Sun Trolley
David Cherry, City of Coconut Creek
Sabrina Kirkpatrick, SFCS/City of Boca
Sharon Lanciano, Lake Worth
Sue Olley, West Palm Beach

COMMITTEE MEMBERS ABSENT:

Larry Skipper, CSX
Wayne Blalock, FEC
Annette Coates, PBSB
Tom Kirk, Amtrak
Mike Frey, Lake Worth
Scott Aronson, Delray Beach

ALSO PRESENT:

Jim DeVaughn, SFRTA
Jeannie Taylor, Palm Tran
Rich Passero, SFEC/TMA
Margaret Ferrara, SFRTA

CALL TO ORDER

The Chair, Gerry Gawaldo, Operations Technical Committee, called the meeting to order at 10:00 a.m. Committee conducted general introductions.

MATTERS BY THE PUBLIC Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

C1 – MOTION TO APPROVE – Minutes of Operations Technical Committee November 2, 2006 were approved. Brad Barkman made a motion to approve the minutes and the motion was seconded by Steve Alperstein.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if desired.

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

INFORMATION DISCUSSION ITEMS

1. Port Everglades Presentation by Jim DeVaughn
 - Schedule distributed – Tri-Rail into the Port
 - Security issues / with identification
 - Cruise Ship passengers with passport can use the bus
 - Port requested weekday and weekend service
 - Generating 6 people a day
 - Marketing departments will work together to generate ridership
 - Possible interest on weekdays
 - Some 25,000 employees work at the Port
 - Port Everglades does not have bus service
 - Jeff Weidner suggested coordination with BCT to coordinate with Route 1 Griffin & US1
 - Might generate some US1 traffic to Tri-Rail
 - Port is going to change the employee parking and restricted outside
 - There will be a need for more connectivity and buses
2. Additional Bus at SFEC/TMA – Larry Penso
 - SFEC requesting an additional bus
 - Currently operate two buses
 - Presentation covered current schedules and proposed schedules
 - Over 40,000 people generated each day
 - Includes several universities: BCC, FAU, Police Academy, Kindergarden programs; NSU Health Center, transit hub (will be activated), NSU Library,
 - Map was distributed with schedules
 - Anticipated need to operate bus to 9:00 P.M.
 - Potential to bring more people to several locations with a minimum wait for bus
 - Mr. Penso will get back to the committee/FDOT with additional information / ridership and justification
 - Recommended that start times for classes be added to the summary
 - Other local businesses / community use the bus
 - Need to delineate the ridership (students) as the driving market for this bus
 - The annual cost is \$124,000
 - Tri-Rail pays 56% of this service
3. New Feeder Bus Service:
 - Boca solicited bids from Palm Tran and Tri-Rail – Tri-Rail was more cost-effective
 - Ms. Kirkpatrick applied for Grants – nine routes stemming from Tri-Rail station
 - Routes focused on: Downtown City of Boca Route - Mizner to Tri-Rail w/limited service to FAU Research Park along Spanish River

- The new Route will only operate peak hours until 7 or 8 P.M.
- Limited Stops along the route – City is seeking other business interested along the route to increase the funds and the routes
- Put before the City Council and SFRTA Board in February
- Consider additional funding with increased interest from local businesses
- Grant demands that no more than 25% can duplicate service
- There will be additional connectivity with Palm Tran
- SEMAC Grant is through Palm Tran working with City of Boca

4. New River Bridge

- -Bridge construction is progressing to end of March
- -Bridge allows additional bi-directional 20 minute service
- -Ballast is being set on the track
- -Amtrak is the successful Dispatch Provider going to the Board Friday
- -RTA will be able to dispatch the bridge and the corridor
- -Contractually the date is the April 11, 2007 – it could be an earlier date
- -Operating Contract is ready to be awarded

5. New Train Schedule (50 trains)

- -Schedule is ready to be brought to the Executive Director tomorrow Friday, Jan. 26th
- -SFRTA - Board item for approval to increase the time necessary for public hearings when there is a schedule change
- -Should not need public hearings for reduction of service
- -Operating Contract is about to be awarded
- -New schedule will serve a target market that requires earlier trains
- -Increased speed over the New River Bridge will enhance the schedule
- -The effective start date for the new schedule is April 1, 2007
- -Operations / SFRTA is estimating 45 days for the new schedule
- -The new schedule will be sent out after Board approval – Monday
- -There are no significant changes, except for earlier and later trains
- -Schedule will be distributed to obtain responses and comments from the riding public
- -Connectivity with buses – no more than a ten minute wait
-

6. UPDATES: PALM TRAN, PBCS, BCT, MIAMI-DADE, TMA, SFEC, SFCS

- BCT new pics – do not affect Tri-Rail
- Next September realignment of Sheridan Street/ Tri-Rail
- Discussed BCT limited stops
- MDTA line up in December
- The SFEC Tri-Rail Express bus currently runs two buses; another bus is needed

OTHER BUSINESS:

*Sue Olley from West Palm Beach - will be selecting trolleys on February 22- when the 3 routes are decided, and the multi-modal station done, all trolleys will go through the Tri-Rail station. Do not have any trolleys currently.

*Sabrina Kirkpatrick, Boca ready to wait for new schedule in order to coordinate new service with SFRTA new service

*The ability to inform local communities that a new schedule will be available in a timely manner

COMMENTS/NEW BUSINESS

Brad thanked everyone for their patience and cooperation in regard to the new schedule. Trolley services have been invited to assure connectivity in all communities.

OPERATIONS TECHNICAL COMMITTEE MEMBER COMMENTS

NEXT MEETING DATE: Thursday, March 22, 2007 @ 10:00 at Broward County Transit.

ADJOURNMENT - the committee adjourned at 11:38 a.m.

DRAFT

MINUTES
CITIZENS ADVISORY COMMITTEE MEETING
OF JANUARY 12, 2007

The Citizens Advisory Committee meeting was held at 10:00 a.m. on Friday, January 12, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Ms. Susan Haynie, Chair
Ms. Patricia Archer
Mr. Davidson Barlett
Mr. Anthony Robinson
Mr. David Rush
Ms. Jan Savarich

COMMITTEE MEMBERS ABSENT:

Mr. Rick Rodriguez Pina

ALSO PRESENT:

Mr. Joseph Giulietti, SFRTA Executive Director
Mr. Jack Stephens, SFRTA Deputy Executive Director
Ms. Bonnie Arnold, SFRTA
Mr. Dan Glickman
Ms. Diane Hernandez Del Calvo, SFRTA
Ms. Mary Jane Lear, SFRTA
Mr. Jeff Olson, SFRTA
Ms. Flavia Silva, SFRTA
Mr. Ed Woods, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:20 a.m.

PLEDGE OF ALLEGIANCE

The Chair led the Pledge of Allegiance.

ROLL CALL

The Chair requested a roll call. A quorum was not established.

The Chair requested Information Item I1 be heard before the Consent and Regular Agendas.

Ms. Archer arrived at 10:55am and a quorum was established.

AGENDA APPROVAL - Additions, Deletions, Revisions.

The Agenda was approved unanimously.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

Mr. Glickman, a Deerfield Beach resident, inquired about future transportation services for the next 2-5 years.

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| CONSENT AGENDA |
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| Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- C1. MOTION TO APPROVE: Minutes of the Citizens Advisory Committee Meeting of April 14, 2006.
- C2. MOTION TO APPROVE: Minutes of the Citizens Advisory Committee Meeting of June 9, 2006.
- C3. MOTION TO APPROVE: Minutes of the Citizens Advisory Committee Meeting of November 3, 2006

Mr. Barlett moved for approval of the Consent Agenda. The motion was seconded by Mr. Robinson.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Consent Agenda approved unanimously.

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| REGULAR AGENDA |
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| Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- R1 – MOTION TO ELECT: Citizens Advisory Committee Chair and Vice-Chair for Fiscal Year 2006-07

Mr. Barlett moved to nominate Ms. Susan Haynie as the Citizens Advisory Committee Chair for Fiscal Year 06-07. The motion was seconded by Mr. Robinson.

Mr. Barlett moved to nominate Ms. Patricia Archer as the Citizens Advisory Committee Vice-Chair for Fiscal Year 06-07. The motion was seconded by Mr. Robinson.

The Chair called for further discussion and/or opposition to the motions. Upon hearing none, the Chair declared the motions approved unanimously.

R2 – MOTION TO APPROVE: Citizens Advisory Committee 2007 Regular Meeting Schedule

Mr. Robinson moved to approve the Citizens Advisory Committee 2007 Regular Meeting Schedule. The motion was seconded by Mr. Barlett.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously.

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| INFORMATION / PRESENTATION ITEMS |
| Action not required, provided for information purposes only. If discussion is desired by any Member, however, that item may be considered separately. |

I1 – PRESENTATION: Legislative Update

Mr. Stephens, SFRTA Deputy Executive Director, provided an update on SFRTA's Proposed Regional Transit Expansion and the Dedicated Funding Sources necessary to accomplish the projects.

EXECUTIVE DIRECTOR REPORTS/COMMENTS

1. General SFRTA Update

Mr. Giulietti, SFRTA Executive Director, stated that Commissioner Bruno Barreiro was elected as the SFRTA Governing Board Chair and Mayor Josephus Eggleton, Jr. was elected as the Vice-Chair.

Mr. Giulietti stated that a Tri-Rail passenger sent a letter to the Editor of the New Times Magazine stating that due to the increase in service levels, the passenger was able to commute by train and saved \$13,000 in the course of a year and put the savings towards a down payment on a home.

Mr. Giulietti informed the Committee that SFRTA is experiencing ridership growth and added that during the 2006 calendar year, Tri-Rail carried more than three-million passengers. This number represents a 21% growth over 2005 ridership.

Mr. Giulietti mentioned that the New River Bridge will be finished by the first quarter of 2007.

Mr. Giulietti stated that he was elected as the Chair of the Florida Public Transit Association at its 2006 annual conference.

Mr. Giulietti stated that the SFRTA Governing Board has appointed members to the Citizens Advisory Committee since its inception. Commissioner Bruno Barreiro, SFRTA Governing Board Chair, is aware that some of the original appointees have left the Committee and requested Board Members to review their appointments and reconfirm current appointees or make new appointments as appropriate.

OTHER BUSINESS

1. Next CAC Meeting – March 9, 2007

ADJOURNMENT

The meeting was adjourned at 11:10 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007

AGENDA ITEM REPORT

☒ Information Item ☐ Presentation

LEASE AND EASEMENT AGREEMENT WITH DON KING ARENA, INC.

SUMMARY EXPLANATION AND BACKGROUND:

On October 17, 1995, South Florida Regional Transportation Authority (SFRTA) entered into a 10 year Lease and Easement Agreement (Lease) with Investment Corporation of Palm Beach (d/b/a Palm Beach Jai Alai) for approximately 7.1 acres of land to be used as parking at the Mangonia Park Station and an additional 1.1 acres for access rights to the station.

On June 17, 1999, the Palm Beach Jai Alai property (approximately 52 acres) was sold to Henrietta Realty Corporation and the Lease and Easement Agreement was assigned to Henrietta Realty through an Assignment and Assumption Agreement with SFRTA. The property was later transferred as a gift to Don King Arena, Inc.(DK), a wholly owned subsidiary of Don King Productions, Inc.

In 2003, SFRTA staff attempted to negotiate a new Lease with DK Arena, Inc. since the terms of the Lease were expiring. SFRTA was not successful in reaching an agreement with DK Arena, despite several meetings over a two year period. Accordingly, on October 17, 2005, the Lease expired by its own terms and the tenancy converted to a month-to-month tenancy, terminable by either party with 30 days notice.

On December 1, 2006, DK Arena, Inc. contacted SFRTA to again discuss negotiating terms for a new lease. The new lease agreement would be in conjunction with DK Arena, Inc.'s sale of the property to FRI Investors. FRI Investors proposes to develop a 600,000 square foot office and industrial development utilizing about 38 acres of the site and providing SFRTA with approximately 3.3 acres or 240 parking spaces for the Mangonia Park Tri-Rail Station.

Attached is the owner's best and final offer as to a new lease for the Mangonia Park Tri-Rail Station. The Lease provides for a ten year term with five options to renew for ten years each. Accordingly, should SFRTA wish, the total term would be sixty years.

(Continued on Page 2)

EXHIBITS ATTACHED: Exhibit 1 – Lease and Easement Agreement
 Exhibit 2 – Memorandum of Potential Issues

LEASE AND EASEMENT AGREEMENT WITH DON KING ARENA, INC.

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The major issue to be resolved for SFRTA is identifying funds sufficient to build the new parking lot in accordance with the new site plan proposed by FRI Investors. The total cost of construction including design is estimated to be approximately \$1.2 million. However, SFRTA has only \$500,000 available to complete the construction. Additionally, SFRTA is obligated to pay for its proportionate share of costs and expenses assessed against the parking parcel. These expenses will be assessed by the “to be created Property Owner’s Association.” This cost is currently unknown but will be based upon a square footage calculation.

LEASE AND EASEMENT AGREEMENT WITH DON KING ARENA, INC.

Recommended by: Jack Stephens 2/4/07 Approved by: N/A
Department Director Date Contracts Director Date

Authorized by: [Signature] 2/21/07 Approved as to Form by: _____
Executive Director Date General Counsel Date

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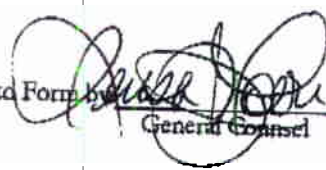
AGENDA ITEM NO. I-1.

LEASE AND EASEMENT AGREEMENT WITH DON KING ARENA, INC.

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  2/14/07
General Counsel Date

MANGONIA PARK STATION
LEASE AND EASEMENT AGREEMENT

THIS MANGONIA PARK STATION LEASE AND EASEMENT AGREEMENT (this "Lease Agreement") is made this ____ day of _____, 2007 by and between DK ARENA, INC., a Delaware corporation, having a mailing address of 501 Fairway Drive, Deerfield Beach, Florida 33441 ("Landlord") and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, having a mailing address of 800 N.W. 33rd Avenue, Pompano Beach, Florida 33064 ("Tenant").

RECITALS

WHEREAS, Landlord owns the real property graphically depicted on the site plan attached as Exhibit "A" (hereinafter referred to as the "Main Parcel"); and

WHEREAS, the Florida Department of Transportation ("FDOT") owns a right-of-way formerly used by CSXT Railroad for the railroad tracks that are located adjacent on the northern boundary to the Main Parcel (hereinafter referred to as the "South Florida Rail Corridor Parcel"); and

WHEREAS, Tenant, as the operator of a commuter rail service pursuant to an agreement with FDOT, constructed a new station, including a passenger loading platform and other improvements, within the South Florida Rail Corridor Parcel (the "Mangonia Park Station"); and

WHEREAS, Tenant has been using a portion of the Main Parcel for parking for the Mangonia Park Station pursuant to that certain lease between Investment Corporation of Palm Beach d/b/a Palm Beach Jai Alai, as landlord, and Tenant, as tenant, recorded in Official Records Book 14177, Page 21, of the Public Records of Palm Beach County, Florida, and assigned to Henrietta Realty Corporation, as landlord, said lease having expired pursuant to its terms (the "Expired Lease"); and

WHEREAS, Landlord has acquired title to the Main Parcel from the previous landlord; and

WHEREAS, the parties hereto have agreed to enter into this Lease Agreement, under which Tenant will lease the real property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Parking Parcel"), with the further understanding that the Landlord may slightly alter the perimeter boundary lines of the Parking Parcel, provided that such alterations shall not affect the number of parking spaces, the bus access drive or the sidewalks graphically depicted on the Site Plan (as defined below) upon giving written notice of such alteration to Tenant pursuant to the terms of this Lease Agreement and Tenant will be allowed non-exclusive access to and from the Parking Parcel over the real property more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Access Easement"), with the further understanding that Landlord may relocate the Access Easement,

from time to time, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement ; and

WHEREAS, the Tenant has agreed to reimburse FRI for the costs and expenses associated with constructing the improvements on the Parking Parcel in accordance with the site plan attached hereto as Exhibit "D" (the "Site Plan").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Recitals.** The parties hereto agree that the foregoing recitals are true and correct, and are hereby incorporated into this Lease Agreement and made a part hereof.

2. **Lease.** Landlord, its successors and assigns hereby demises and leases unto Tenant, its successors and assigns for the consideration and upon the terms and conditions herein set forth, the Parking Parcel.

3. **Lease Term.** To have and to hold the Parking Parcel, unto Tenant, its successors and assigns, upon the covenants and agreements herein set forth, commencing upon the later to occur of: (i) the acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc., a Florida corporation or its approved assignee ("FRI") or (ii) upon the date that the last party executes this Lease Agreement and ending ten (10) years thereafter (the "Lease Term"), unless extended as provided below or unless sooner terminated pursuant to this Lease Agreement. The parties hereto agree to execute a Memorandum of Lease in the form attached hereto as Exhibit "E" and made a part hereof, which Memorandum of Lease shall be recorded in the Public Records of Palm Beach County, Florida. This Lease Agreement shall not be recorded in the Public Records Palm Beach County, Florida.

4. **Renewal Term.** Tenant, its successors and assigns, shall give written notice to Landlord, or its successors and assigns, no later than six (6) months prior to the expiration of the applicable Lease Term (each, a "Renewal Notice" and collectively the "Renewal Notice(s)") should Tenant desire to extend the Lease Term for five (5) additional successive ten (10) year terms ("each, a Renewal Term" and collectively the "Renewal Terms"). Upon extension, all of the same terms and conditions of this Lease Agreement shall apply to the Renewal Term(s). Further, if this Lease Agreement is extended, the right to use the Access Easement shall continue for the Lease Term, without requiring any further action of any party. Upon Tenant's request, if this Lease Agreement is extended, Landlord shall execute a Memorandum in recordable form evidencing such extension(s). Should Tenant fail to give the Renewal Notice(s), Landlord, its successors and assigns, shall give Tenant written notice that it failed to send the Renewal Notice(s) (the "Reminder Notice") and Tenant shall have forty-five (45) business days after receiving the Reminder Notice to notify Landlord or its successors and assigns as to whether Tenant desires to renew the Lease for such Renewal Term. If Tenant fails to notify Landlord or its successors and assigns of its intent to renew this Lease Agreement within forty-five (45) business days of receiving the Reminder Notice, then this Lease Agreement shall terminate upon

expiration of the Lease Term and the parties shall be released from all liabilities hereunder (the Lease Term, together with the Renewal Term(s) shall hereinafter be collectively referred to as the "Term").

5. **Rent.** Landlord acknowledges and agrees that the existence of a train station adjacent to the Main Parcel will benefit the operation of Landlord's business to be conducted on the Main Parcel. As a result and in consideration of such implicit value, Tenant shall not be required to pay normal monthly rent, except for the following charges: (i) the cost of Tenant's insurance premium (as provided in Paragraph 13 below), (ii) taxes assessed in connection with any activities on the Parking Parcel; provided, however, that the Tenant will not be obligated to pay for the real property taxes in connection with the Parking Parcel, and (iii) the proportionate share of the costs and expenses assessed against the Parking Parcel by the property owner association for the Main Parcel (the "Association"), and FRI shall provide to the Tenant the estimated Budget for the current year prior to the execution of this Lease Agreement.

6. **Construction of the Parking Parcel.** Upon commencement of this Lease Agreement, FRI shall, at Tenant's sole cost and expense, immediately commence, and shall diligently pursue until completion, the construction of the improvements on the Parking Parcel in accordance with the Site Plan attached hereto as ("Tenant's Work"). Tenant shall not make any revisions whatsoever to the Site Plan without first obtaining Landlord's written approval, which may be withheld in Landlord's sole discretion. Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, authorizations and entitlements required for Tenant's Work. It is understood that Tenant shall be solely responsible for payment of any and all fees, tariffs, taxes and other charges which may be levied or assessed by any governmental or quasi-governmental agency or utility company in connection with issuance of any such permits, including, without limitation, building permit, plan check, inspection, and utility connection..

7. **Temporary Parking During Construction.** Landlord acknowledges and agrees that Tenant must continuously operate its business within the South Florida Rail Corridor Parcel during the construction of Tenant's Work. As a result, Landlord hereby grants a temporary license to Tenant during the time period required by FRI to complete the Tenant's Work (the "Temporary Term") over that portion of the Main Parcel more particularly described on Exhibit "F" attached hereto and made a part hereof (the "Temporary Parking Parcel"). Landlord shall at all times during the Temporary Term provide Tenant with at least one hundred twenty-five (125) regular parking spaces.

8. **Use of Parking Parcel and Construction of Improvements.** The Parking Parcel shall be used for parking and uses related to operation of a train station, including a roadway on the Parking Parcel to provide access to the South Florida Rail Corridor Parcel. Tenant shall maintain, repair, repave, re-stripe reconstruct and otherwise keep in good and usable condition parking spaces, driveways, parking areas, curbs, landscaping, lighting, signage and other improvements on the Parking Parcel, at Tenant's cost and expense. During the Term of this Lease Agreement, Tenant shall have the right to hookup to any utilities on the Parking Parcel, subject only to the requirements (if any) of such utility. Tenant may (but shall not be required to) install improvements at its own expense within the Parking Parcel that are related in Tenant's reasonable opinion to Tenant's operation of a train station, including without limitation, newsstands, elevators, bike lockers, lighting, restrooms, concession stands and kiosks. Tenant

agrees to comply with all county and city regulations in constructing said improvements. Tenant may reconfigure the parking spaces in any way it chooses within the Parking Parcel or may construct any improvements relating to the use of the train station on the Parking Parcel in its sole discretion, provided that such reconfiguration and/or construction does not violate the regulations of the City of Mangonia Park or Palm Beach County. Tenant shall have the exclusive right under this Lease Agreement to utilize the parking spaces contained within the Parking Parcel.

9. **Access Easement.** Landlord hereby grants, conveys and confirms to Tenant, its successors and assigns, for the use, benefit and enjoyment of Tenant, its successors and assigns, and its employees, invitees, patrons, customers, contractors, and guests, ingress and egress to the Parking Parcel over a non-exclusive easement for pedestrian and vehicular traffic (including buses) over the Access Easement, with the further understanding that: (i) the Landlord may relocate the Access Easement on the Main Parcel, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement, provided that such relocated Access Easement shall continue to allow the Tenant ingress and egress to the Parking Parcel on a non-exclusive basis, and (ii) the Landlord hereby grants a temporary license to the Tenant to use the access easement described in the Expired Lease with the understanding that such license shall automatically expire and be of no further force and effect at such time as the Landlord provides access to the Tenant under the Access Easement.

10. **Maintenance of Parking Parcel and Access Easement.**

(a) Maintenance of Access Easement: Landlord, its successors and assigns, shall maintain the Access Easement in good repair and condition. Such maintenance shall include repairs, rubbish removal, cleaning and sweeping and maintenance of all landscaping within the Access Easement.

(b) Maintenance of Parking Parcel: Tenant shall maintain the Parking Parcel in good repair and condition. Such maintenance shall include repairs, repaving, rubbish removal, maintenance of landscaping, cleaning and sweeping.

11. **Twenty-Four Hour Access.** Landlord agrees that Tenant, its successors and assigns, its employees, invitees, patrons, customers and guests shall have twenty-four hour, seven-day-a-week, access to Parking Parcel over the Access Easement, and Landlord will not erect or construct or permit to be erected or constructed on the Access Easement any obstruction which will in any way interfere with the free flow of traffic and any rights granted to Tenant under this Lease Agreement, except on a temporary basis in connection with the maintenance and repair of the Access Easement. Tenant shall have the right to control and prevent access on the Parking Parcel to all persons who in the reasonable judgment of Tenant are detrimental to the safety of its patrons.

12. **Signage.** Landlord hereby grants, conveys and confirms to Tenant, its successors and assigns, the right to: (i) utilize the two (2) concrete monument signs presently located near 45th Street near the current entrance to the Main Parcel (the "Existing Entrance Walls"), with the further understanding that the Existing Entrance Walls may be relocated to another location mutually acceptable to Landlord and Tenant, and (ii) install signage identifying Tenant's name

and directional signage at a location within the Access Easement provided, however, that such signage is of a type, size, and color acceptable to the Landlord, and that the location of such signage within the Access Easement is at a location acceptable to the Landlord. It shall be Tenant's responsibility to construct any new signage in compliance with the code requirements of Mangonia Park, as well as to maintain the monuments, signage identifying Tenant's name, and directional signage at Tenant's sole cost and expense, including the repainting or remodeling of said signage.

13. **Insurance.** Tenant shall, during the Term hereof, provide Landlord with a certificate evidencing insurance coverage for comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit, for the Parking Parcel. Landlord shall carry at its own expense throughout the Term, comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit; for the Main Parcel (less the Parking Parcel) provided, however, that the Landlord's insurance policy coverage may be provided pursuant to a policy secured by a property owner's association for the Main Parcel. All insurance required under this Lease Agreement shall be issued by insurance companies which are licensed to do business in the state of Florida and which are rated at least "A" by Best's Key Rating Guide and be reasonably acceptable to the other party. If at any time the Best's Key Rating Guide shall cease to be published, there shall be substituted therefore the most similar rating guide then published.

Each party shall be named an additional insured under the policy of the other and each policy shall provide a thirty (30) day notice of cancellation to the other.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by a matter or required hereunder to be covered in whole or in part by the liability insurance to be carried or in connection with any improvements on or activities conducted on the Main Parcel (excluding the Parking Parcel) as to the Landlord's insurance policy, and on the Parking Parcel as to the insurance policy to be provided by the Tenant, and waive any right of subrogation which might otherwise exist in or accrue to any person or account thereof, and evidence of such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage, except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force in effect.

14. **No Brokers.** The parties warrant and represent to each other that there have been no brokers or finders involved in this transaction. The obligations of this paragraph shall survive the termination of this Lease Agreement.

15. **Attorney's Fees.** In the event of any dispute, which may arise concerning the terms or conditions of this Lease Agreement, the prevailing party in such dispute shall be entitled to recover all reasonable costs and expenses of such dispute, including, without limitation, its reasonable attorney's fees and costs incurred through all levels of appellate litigation.

16. **Successors and Assigns.** This Lease Agreement may be assigned or transferred by Tenant (upon providing written notice of such assignment or transfer to Landlord) to an governmental entity related to Tenant that assumes Tenant's responsibility in operating the Mangonia Park Station, without obtaining Landlord's consent. All other assignments or transfers shall require Landlord's consent, which shall not be unreasonably withheld.

17. **Captions.** The captions appearing in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent exists.

18. **Termination of Lease Agreement.** The rights granted under this Lease Agreement shall automatically terminate upon termination or expiration of this Lease Agreement. Upon Tenant's written notice to Landlord that Tenant is terminating this Lease Agreement, this Lease Agreement shall automatically terminate. If Tenant exercises its right to terminate this Lease Agreement and if requested by Landlord, then Tenant shall execute a termination of this Lease Agreement in recordable form.

19. **Title Policy.** Simultaneously with the execution of this Lease Agreement by Tenant, Landlord shall provide a title insurance policy insuring the Tenant's leasehold estate in the Parking Parcel, pursuant to this Lease Agreement, as well as insuring access to the Parking Parcel pursuant to the Access Easement. Tenant shall pay for said title policy at the minimum promulgated rate, plus all abstracting fees (not to exceed \$500.00). Additionally, Tenant shall, if it desires, obtain a survey at its cost.

20. **Mechanics Liens.** Tenant shall not suffer, create or permit any mechanics liens or other liens to be filed against the Main Parcel (including the Parking Parcel and the Access Easement), by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant, including Tenant's contractors, sub-contractors, agents or employees. If any such mechanics or laborers liens or materials liens shall be recorded against the Main Parcel (including the Parking Parcel or the Access Easement), due to work contracted for by Tenant or Tenant's contractors, sub-contractors, agents or employees, then within thirty (30) days after notice of filing thereof or within fifteen (15) days after Landlord advises Tenant in writing that Landlord has been served with such a complaint, whichever is earlier, Tenant shall cause such lien to be removed or will transfer the lien to bond. If Tenant in good faith desires to contest the lien, Tenant shall be privileged to do so, but in such case Landlord may in its sole discretion require that the lien be transferred to bond prior to contesting same.

In accordance with applicable provisions of Florida mechanic's lien law and specifically Florida Statutes Section 713.10, no interest of Landlord in the Main Parcel (including the Parking Parcel and the Access Easement), shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder, including Tenant's contractors, sub-contractors, agents and employees.

21. **Notices.** In the event any notices are to be delivered hereunder, said notice shall be effective upon receipt, if hand-delivered or sent by overnight, commercial courier or upon

posting in the United States Mail, certified mail, return receipt requested addressed to the parties as follows:

Landlord: 501 Fairway Drive
Deerfield Beach, Florida 33441
Attn: Charles Lomax

With a copy to: Thomas V. Eagan
Squire, Sanders & Dempsey L.L.P.
200 South Bayshore Blvd.
Miami, Florida 33131

Tenant: South Florida Regional Transportation Authority
800 Northwest 33rd Street
Suite 100
Pompano Beach, Florida 33064

With a copy to: Teresa J. Moore
Greenberg Traurig
777 South Flagler Drive
Suite 300E
West Palm Beach, FL 33401

22. **Landlord's Representations.** Landlord warrants with Tenant that:

(a) Landlord has fee simple title to the Main Parcel (including, the Parking Parcel and the Access Easement).

(b) Neither the execution or delivery of this Lease Agreement, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Landlord is a party or by which it is bound, or constitute or will constitute a default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) There are no leases, licenses or other occupancy or use agreements respecting the Parking Parcel, except for the current occupancy of portions of the Main Parcel by the Tenant.

(d) Landlord and any corporate officers executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement. Landlord is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(e) That this Lease Agreement and all other documents to be executed and delivered by Landlord in connection with the consummation of this Lease Agreement are valid, binding and enforceable in accordance with their respective terms and conditions.

(f) Except as disclosed in that certain Environmental Site Assessment, Palm Beach, Jai-Alai Fronton, Palm Beach County, Florida, prepared October 18, 1996, by Dames & Moore, 6400 Congress Avenue, Suite 2500, Boca Raton, Florida 33487 (the "Environmental Audit"), the Landlord has no notice or knowledge of any (i) currently existing violations of federal, state, county or municipal environmental laws in respect to the Main Parcel or (ii) past, pending or threatened administrative or judicial litigation or other legal proceedings including, without limitation, any enforcement proceeding under any federal, state, county or municipal statute, ordinance, rule or regulation concerning hazardous materials related to the Main Parcel, or any settlement thereof.

23. **Tenant's Representations.** Tenant represents with Landlord that Tenant and its representatives executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement, and that the Expired Lease has expired, according to its terms, and Tenant no longer has any rights under the Expired Lease.

24. **Waiver.** No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it shall be in writing signed by the waiving party. No waiver of a breach of any condition shall be claimed or pleaded to exclude a future breach of the same conditional covenant. The mention in this Lease Agreement of any specific right or remedy shall not preclude a party from exercising any other right or from having any other remedy or from maintaining an action to which it may be otherwise entitled either at law or in equity.

25. **No Partnership.** It is further understood and agreed that neither party to this Lease Agreement shall be construed or have to be a partner or associate of the other in the conduct of the other's business.

26. **Entire Lease Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than set forth herein. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless in writing and signed by them.

27. **Applicable Law.** This Lease Agreement shall be construed under the laws of the State of Florida.

28. **Counterparts.** This Lease Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.

29. **Cooperation.** Landlord agrees, when requested by Tenant, to join in or execute any and all permits, documents, agreements and instruments and to take all other actions in a timely manner in order to effectuate the terms and conditions of this Lease Agreement.

30. **Taxes and Other Payments.** Landlord shall pay all payments due under any encumbrances on the Main Parcel (including the Parking Parcel), as well as all real estate taxes

due thereon. Tenants shall reimburse the Landlord all personal property taxes, rent taxes, sales taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied or assessed against the Parking Parcel (excluding the real estate taxes attributable to the Parking Parcel), as well as the activities conducted on the Parking Parcel, including sales taxes levied or assessed, as a result of Tenant's sale of newspapers or operation of a concession stand on the Parking Parcel. Upon request by Tenant, Landlord shall provide Tenant with a copy of a paid tax receipt evidencing that the current real estate taxes have been paid.

31. **Compliance with Laws.** Tenant shall, when constructing any improvements in the Parking Parcel, or when constructing any improvements in the Access Easement (when permitted by the Landlord), comply with all local building code requirements, zoning requirements and all other laws, rules, ordinances and regulations. Should the City of Mangonia Park or Palm Beach County require any improvements, including but not limited to, reconfiguration of parking areas, landscaping, lighting, or alteration of drainage, on any areas located on the Parking Parcel, Tenant shall pay for such improvements. At anytime during the Term, upon submittal of the plans outlining any intended improvements on the Parking Parcel and if permitted by the Landlord on the Access Easement, Landlord shall provide to Tenant within seven (7) business days, a written statement, certified by its engineer that the intended improvements do not alter or affect the existing drainage on the Main Parcel, Parking Parcel or the Easement Areas. If Landlord's engineer states that the improvements alter the drainage, then Tenant may at its option, redesign the improvements or terminate this Lease Agreement. Under no circumstances shall Tenant be responsible for or be required to modify or alter the drainage on the Main Parcel (excluding the Parking Parcel or the Access Easement) at any time during the Term. Further, Tenant shall not be responsible for complying with any development order affecting the Main Parcel (excluding the Parking Parcel) including, but not limited to, any Development of Regional Impact affecting the Main Parcel (excluding the Parking Parcel).

32. **Damage and Destruction.** If at any time during the Term, any improvements installed by Tenant are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, Tenant, at its option may repair and restore the damaged or destroyed improvements. Should Tenant choose not to restore the improvements, Tenant shall give Landlord written notice of its intent to terminate this Lease Agreement and this Lease Agreement shall terminate thirty (30) days thereafter, with the parties being released from all rights and obligations under this Lease Agreement. If Tenant chooses not to repair any damaged or destroyed improvements, Tenant agrees to demolish and remove the remaining damaged improvements.

33. **Non-Disturbance.** Landlord warrants that the Main Parcel (including the Parking Parcel and the Access Easement) are not currently subject to any mortgage. In the event that the Landlord or its successors in title secure a mortgage in the future, then this Lease Agreement shall be subordinate to the lien of such mortgage provided, however, that the Landlord shall secure a non-disturbance agreement from such lender in a form reasonably acceptable to said lender, and otherwise containing normal and reasonable terms and conditions, including that the Tenant shall be entitled to remain in occupancy of the Parking Parcel and use the Access Easement for so long as the Tenant is not in default under the terms and conditions of the Lease Agreement. Further, this Lease Agreement shall be subject and subordinate to any future

mortgage or encumbrance if the holder thereof provides Tenant, its successors and/or assigns, with a similar non-disturbance agreement.

34. **Time.** Time is of the essence of each obligation of each party hereunder.

35. **Self Help.** Notwithstanding anything to the contrary herein contained, in the event of any breach of this Lease Agreement by either party, the non-breaching party may (but shall not be obligated to) at any time after ten (10) business days written notice to the breaching party, except in emergency situations for which no notice shall be required, cure such breaches for the account and at the cost and expense of the breaching party. If the non-breaching party at any time so elects or is compelled by any other person to cure such breach or is compelled to incur any other expense arising out of such breach by the breaching party (including without limitation reasonable attorney's fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce the non-breaching party's rights under this or any other paragraph of this Lease Agreement or otherwise), the sum or sums so paid by the non-breaching party, with all interest, costs and damages shall be paid by the breaching party to the non-breaching party within five (5) days following written demand. Any funds so expended by the non-breaching party and any payments required to be made by the breaching party pursuant to this Lease Agreement that are not timely paid shall bear interest at the rate of 12% per annum from the original due date until paid in full by the breaching party.

36. **Warranty of Title and Quiet Enjoyment.** Landlord represents and warrants that it alone has full right to enter into this Lease Agreement. Landlord further represents and warrants that Tenant shall peaceably and quietly hold the Parking Parcel and shall have access thereto over the Access Easement for the Term, without any hindrance (except for normal maintenance and such repairs as may be required under the terms of this Lease Agreement), molestation or ejection.

37. **Construction Against the Drafter.** It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease Agreement. Accordingly, this Lease Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

Signed, sealed and delivered in
the presence of:

Witnesses:

DK ARENA, INC., a Delaware corporation

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2007 by _____, as _____ of DK Arena, Inc., a
Delaware corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ as identification.

NOTARY SEAL

Notary: _____

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

**SOUTH FLORIDA REGIONAL
TRANSPORTATION**

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

Approved as to form by:
Teresa J. Moore
Greenberg Traurig
777 South Flagler Drive
Suite 300E
West Palm Beach, FL 33401
Telephone: (561) 650-7963
Telecopier: (561) 655-6222

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____, as _____ of South Florida Regional Transportation, a _____, on behalf of the _____. He/she is personally known to me or has produced _____ as identification.

NOTARY SEAL

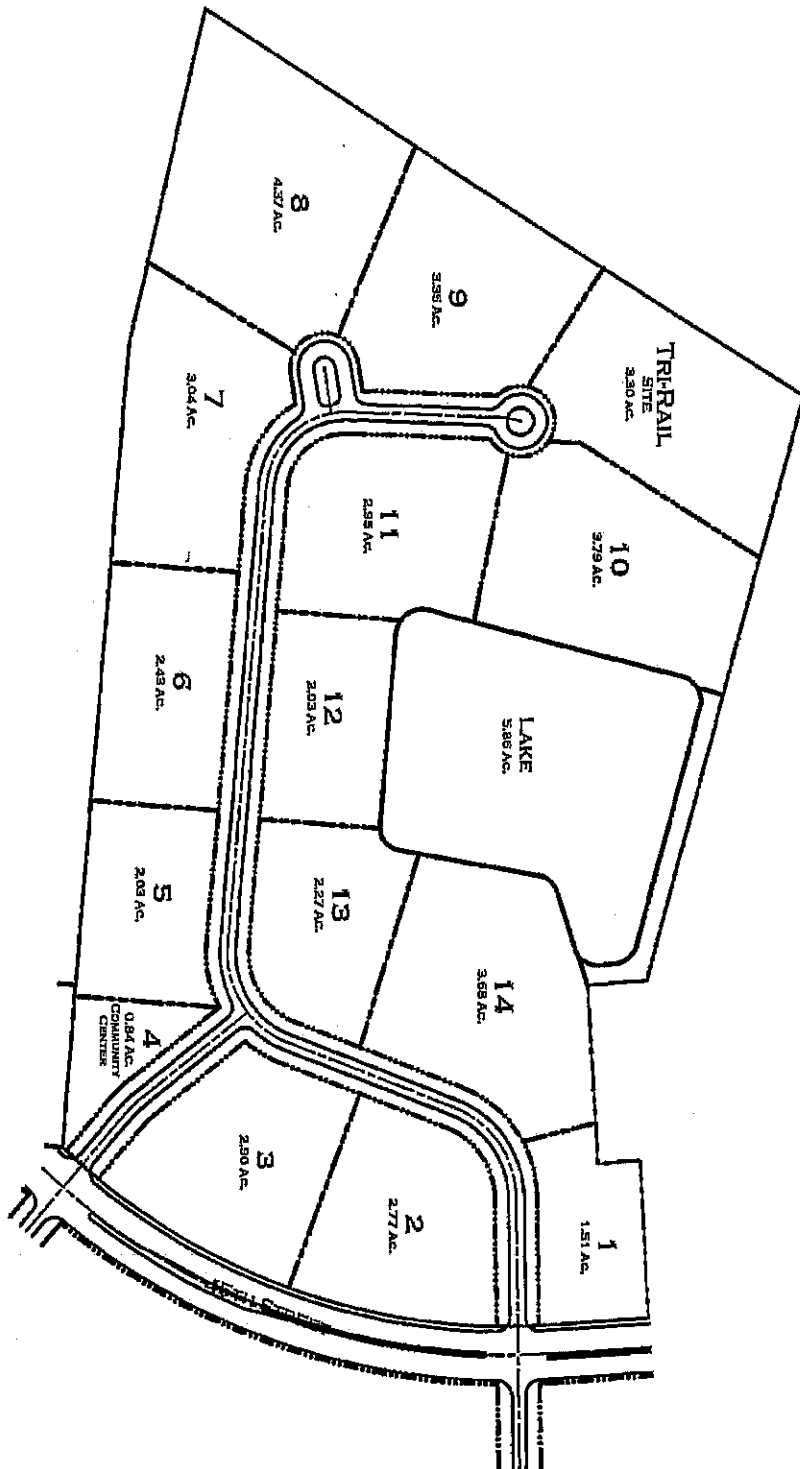
Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT "A"

SITE PLAN FOR THE MAIN PARCEL

SITE DATA:

TOTAL AREA: 52.95 AC.
 TRIFAIL PARCEL: 3.30 AC.
 DEVELOPMENT PARCELS: 37.96 AC.
 WATER MGMT. PARCEL: 5.86 AC. (11.1%)
 R.O.W.: 5.64 AC.



CONCEPT EIGHT PRELIMINARY MASTER PLAN 45TH STREET PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION FOR PARKING PARCEL

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES,
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JANUARY 19, 2007

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
A = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: N/A

DWG. No: A06-041A

SHEET 1 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 15, SECTION 5, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 15 AND THE ULTIMATE NORTH RIGHT-OF-WAY LINE OF 45TH STREET AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93510-2602, SAID POINT BEING NORTH 89°56'55" WEST AND 168.06 FEET FROM THE SOUTHWEST CORNER OF THE HENDRICKS PLAT RECORDED IN PLAT BOOK 66, PAGE 103, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°56'55" WEST, ALONG SAID ULTIMATE NORTH RIGHT-OF-WAY LINE A DISTANCE OF 8.69 FEET; THENCE NORTH 43°20'02" WEST, DEPARTING SAID ULTIMATE NORTH RIGHT-OF-WAY LINE, A DISTANCE 55.36 FEET; THENCE NORTH 02°55'35" EAST A DISTANCE OF 184.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 220.00 FEET, FROM WHICH A CHORD BEARS NORTH 31°16'50" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 262.69 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 329.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 140.00 FEET, FROM WHICH A CHORD BEARS NORTH 28°33'19" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 180.48 FEET; THENCE NORTH 08°22'37" EAST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, FROM WHICH A CHORD BEARS NORTH 52°09'27" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 168.11 FEET; THENCE SOUTH 84°03'43" EAST A DISTANCE OF 272.25 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 65.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 64°05'21" EAST AND A CHORD BEARS NORTH 87°26'28" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 133°17'46" A DISTANCE OF 151.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE ARC OF SAID 65.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 79°29'46" A DISTANCE OF 90.19 FEET; THENCE NORTH 36°31'39" EAST A DISTANCE OF 254.87 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD; THENCE SOUTH 53°42'49" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 420.82 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF HAMPTON COURT, RECORDED IN PLAT BOOK 86, PAGE 68, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 18°21'05" WEST, ALONG THE SAID EAST LINE OF SAID GOVERNMENT LOT 14 AND THE WEST LINE OF SAID PLAT A DISTANCE OF 289.63; THENCE NORTH 53°37'35" WEST, DEPARTING SAID EAST LINE OF GOVERNMENT LOT 14 AND SAID WEST PLAT LINE A DISTANCE OF 390.49 FEET; THENCE NORTH 81°16'38" WEST A DISTANCE OF 58.99 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 128,326 SQUARE FEET / 2.95 ACRES, MORE OR LESS.

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PROJ.: 06-041

REVISIONS:

SCALE: N/A

OFFICE: S.F.B.

DWG. No: A06-041A

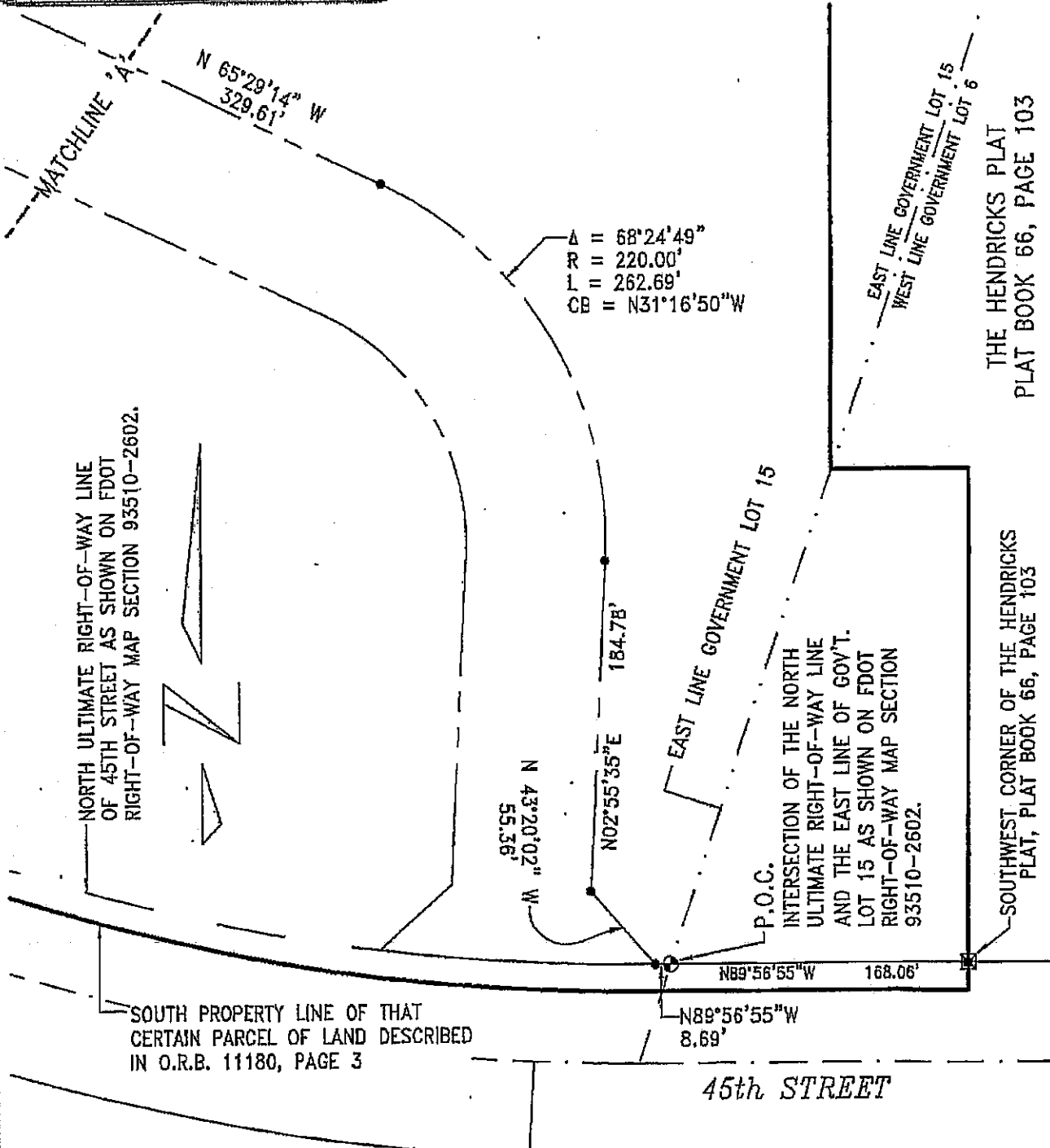
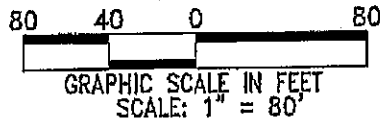
CHK: S.F.B.

DATE: 01/19/06

SHEET 2 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



Plot Notes Jan. 29, 2007
File: 212006\06-041\A06.dwg (06-041 Lease Parcel.dwg)



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

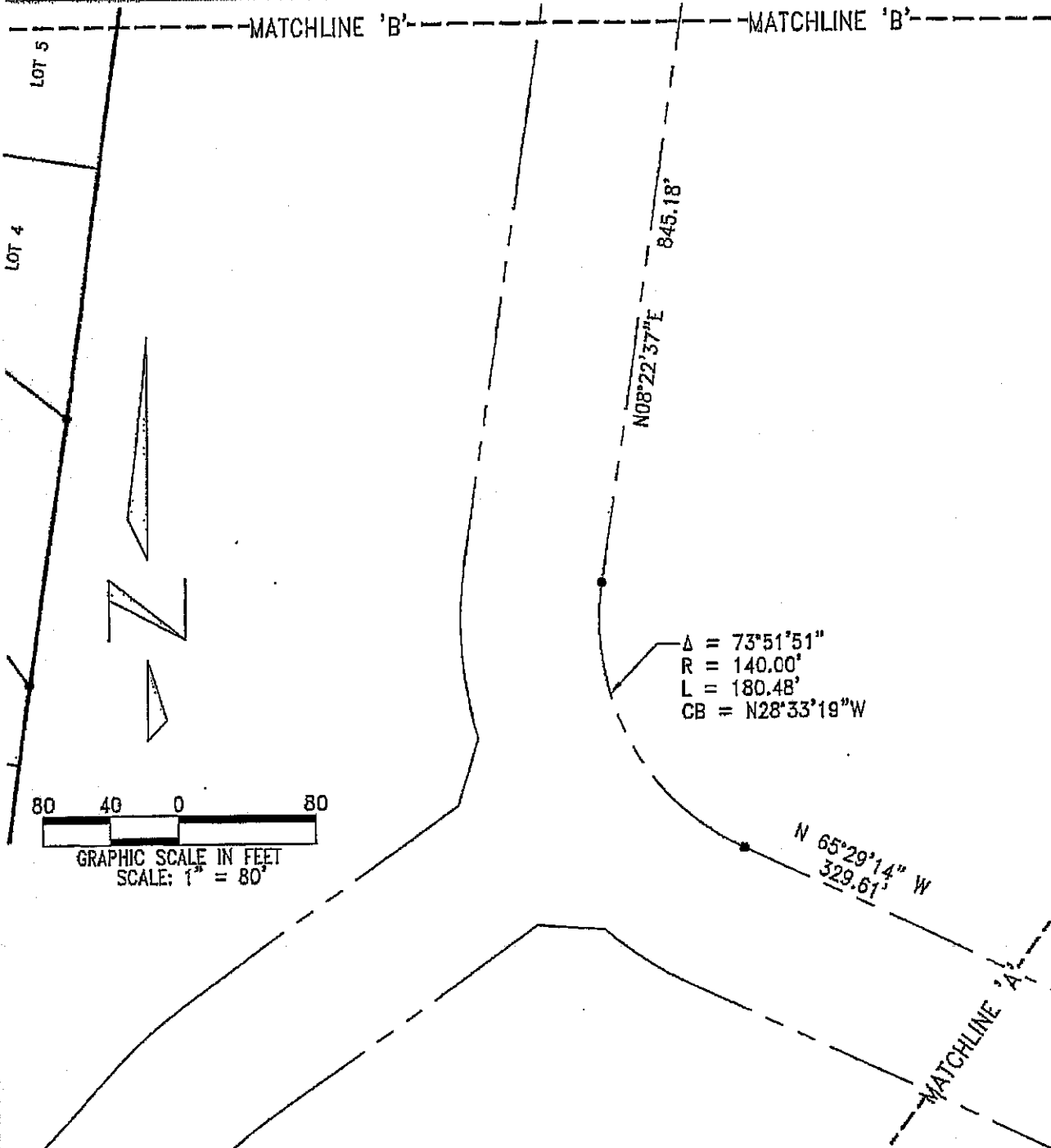
SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 3 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



$\Delta = 73^{\circ}51'51''$
 $R = 140.00'$
 $L = 180.48'$
 $CB = N28^{\circ}33'19''W$

$N 65^{\circ}29'14'' W$
 $329.67'$

Plot Date: Jan. 22, 2007
 File: 20060506-041.dwg
 User: ALAN.dwg
 Lesson: Parcel.dwg



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 4 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

PLAT OF BRYN~MAWR PLAT BOOK 24, PAGE 5

LOT 11

LOT 10

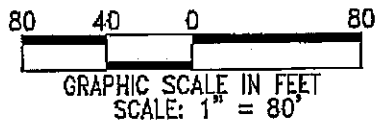
LOT 9

LOT 8

LOT 7

LOT 6

SOUTH LINE GOVERNMENT LOT 14
NORTH LINE GOVERNMENT LOT 15



MATCHLINE 'B'

N08°22'37"E

845.18'

MATCHLINE 'C'

Δ = 87°33'40"
LR = 110.00'
CB = 168.11'
CB = N52°09'27"E

Plot Date: Jan. 23, 2007
File: 212006\06-041.dwg
User: ALA\alg\05-041 Locs: Porezi.dwg



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

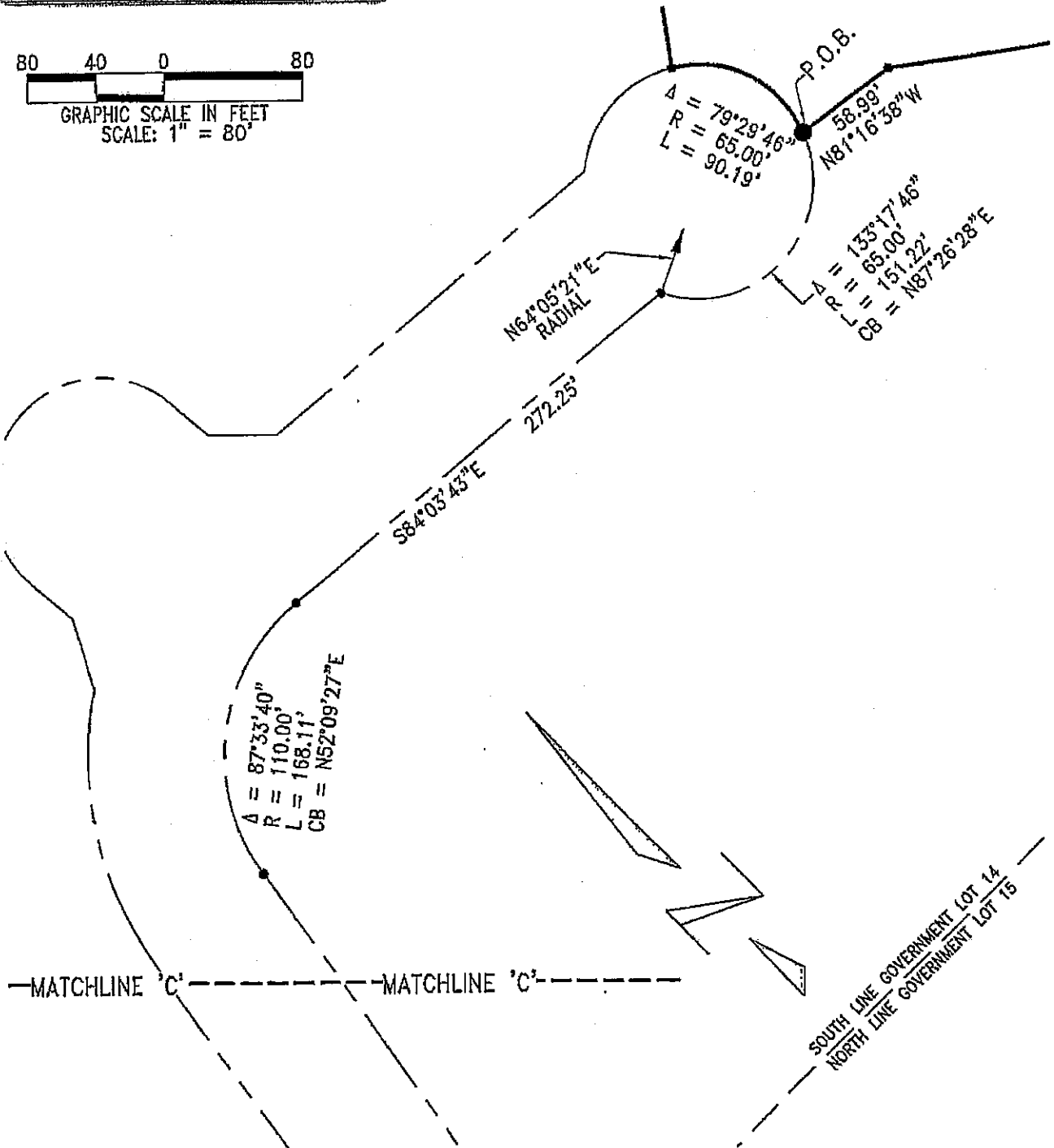
DWG. No: A06-041A

SHEET 5 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

80 40 0 80
GRAPHIC SCALE IN FEET
SCALE: 1" = 80'



Plot Date: Jan. 28, 2007
File: 212006\Projects\06-041 A06-041.dwg\06-041 Large Parcel.dwg



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

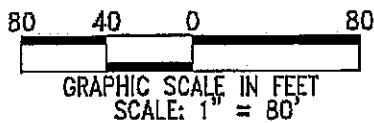
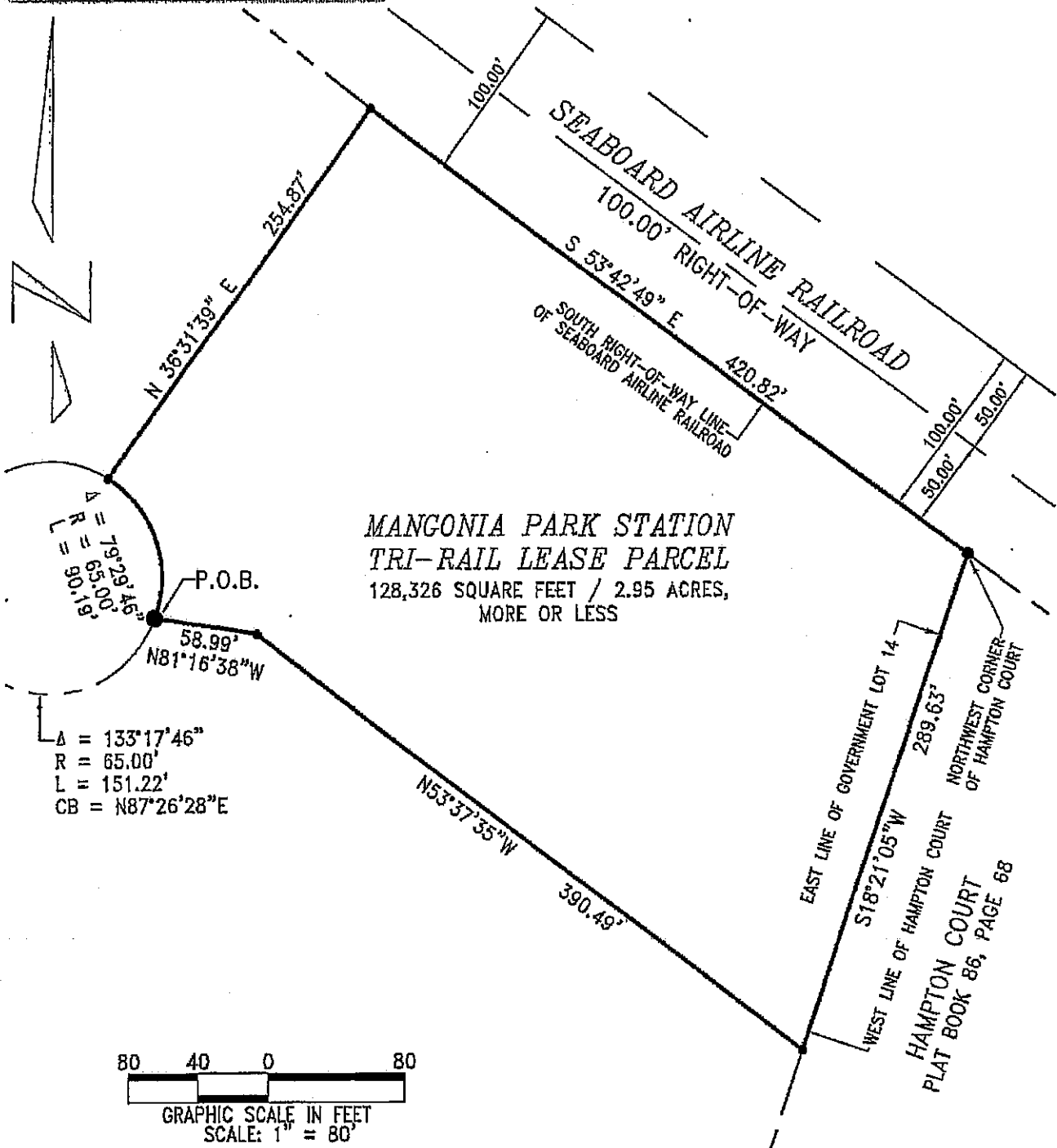
SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 6 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



Plot Date: Jan. 23, 2007
File Name: A06-041.dwg (06-041) Lease Parcel.dwg
Drawing Title: Mangonia Park Station Tri-Rail Lease Parcel



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 7 OF 7

EXHIBIT "C"

LEGAL DESCRIPTION FOR ACCESS EASEMENT

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOTS 14 & 15, SECTION 5, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 15 AND THE ULTIMATE NORTH RIGHT-OF-WAY LINE OF 45TH STREET AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93510-2602, SAID POINT BEING NORTH 89°56'55" WEST AND 168.06 FEET FROM THE SOUTHWEST CORNER OF THE HENDRICKS PLAT RECORDED IN PLAT BOOK 66, PAGE 103, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°56'55" WEST, ALONG SAID ULTIMATE NORTH RIGHT-OF-WAY LINE A DISTANCE OF 23.13 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1218.30 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 00°03'05" EAST AND FROM WHICH A CHORD BEARS NORTH 89°33'49" WEST; THENCE CONTINUING ALONG SAID NORTH ULTIMATE RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°46'12" A DISTANCE OF 16.37 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID ULTIMATE NORTH RIGHT-OF-WAY LINE AND THE PREVIOUSLY STATED 1218.30 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 05°14'43" A DISTANCE OF 111.53 FEET TO A POINT OF CUSP; SAID POINT OF CUSP BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST,

~LEGAL DESCRIPTION CONTINUED ON NEXT PAGE~

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES,
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JANUARY 17, 2007

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
A = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

SCALE: N/A

DWG. No: A06-041

SHEET 1 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT

~LEGAL DESCRIPTION CONTINUED FROM PREVIOUS PAGE~

HAVING A RADIUS OF 48.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 18°45'08" WEST AND A CHORD BEARS NORTH 37°05'14" EAST; THENCE ALONG THE ARC OF SAID CURVE, DEPARTING SAID NORTH ULTIMATE RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°19'16" A DISTANCE OF 57.24 FEET; THENCE NORTH 02°55'35" EAST A DISTANCE OF 178.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 148.00 FEET, FROM WHICH A CHORD BEARS NORTH 31°16'50" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 176.72 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 32.25 FEET; THENCE NORTH 51°59'30" WEST A DISTANCE OF 51.42 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 247.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, FROM WHICH A CHORD BEARS NORTH 28°33'19" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 257.83 FEET; THENCE NORTH 08°22'37" EAST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET, FROM WHICH A CHORD BEARS NORTH 52°09'27" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 259.80 FEET; THENCE SOUTH 84°03'43" EAST A DISTANCE OF 267.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS NORTH 74°13'19" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°25'57" A DISTANCE OF 25.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 51.00 FEET, FROM WHICH A CHORD BEARS NORTH 87°50'37" EAST, SAID POINT BEING REFERENCE POINT 'A'; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°40'34" A DISTANCE OF 62.91 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS SOUTH 82°36'32" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°34'51" A DISTANCE OF 29.71 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 65.00 FEET, FROM WHICH A CHORD BEARS SOUTH 20°47'47" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°46'02" A DISTANCE OF 31.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS SOUTH 39°13'06" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°53'33" A DISTANCE OF 29.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 51.00 FEET, FROM WHICH A CHORD BEARS SOUTH 83°39'31" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 139°46'23" A DISTANCE OF 124.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS NORTH 55°15'30" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°36'26" A DISTANCE OF 33.18 FEET; THENCE NORTH 84°03'43" WEST A DISTANCE OF 253.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 130.00 FEET, FROM WHICH A CHORD BEARS SOUTH 52°09'27" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 198.67 FEET; THENCE SOUTH 08°22'37" WEST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 160.00 FEET, FROM WHICH A CHORD BEARS SOUTH 28°33'19" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 206.27 FEET; THENCE SOUTH 65°29'14" EAST A DISTANCE OF 329.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, FROM WHICH A CHORD BEARS SOUTH 31°16'50" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 238.81 FEET; THENCE SOUTH 02°55'35" WEST A DISTANCE OF 180.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 48.00, FROM WHICH A CHORD BEARS SOUTH 30°33'29" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°58'08" A DISTANCE OF 56.10 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT 'A'; THENCE SOUTH 37°29'40" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING OF THE CENTER OF A CIRCLE HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 360°.

CONTAINING IN ALL 107,706.4 SQUARE FEET / 2.47 ACRES, MORE OR LESS.



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PROJ.: 06-041

REVISIONS:

SCALE: N/A

OFFICE: S.F.B.

DWG. No: A06-041

CHK: S.F.B.

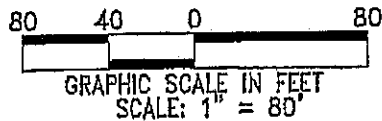
DATE: 01/17/06

SHEET 2 OF 6

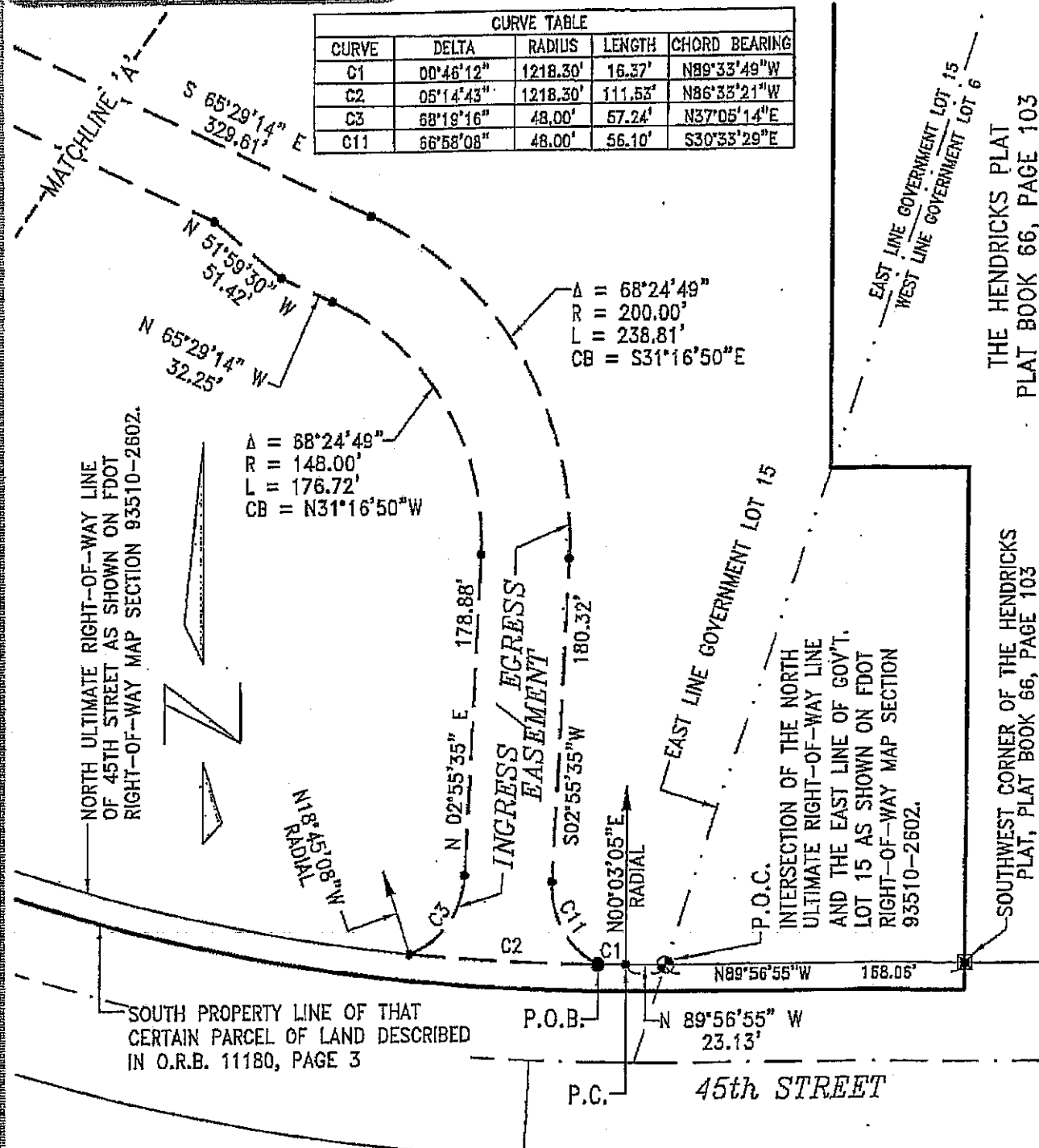
Plot Date: Jan. 29, 2007
ALJ\ang\06-041.dwg
File: 21-0006\06-041.dwg

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT



| CURVE TABLE | | | | |
|-------------|-----------|----------|---------|---------------|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING |
| C1 | 00°46'12" | 1218.30' | 16.37' | N89°33'49"W |
| C2 | 05°14'43" | 1218.30' | 111.53' | N86°33'21"W |
| C3 | 68°19'16" | 48.00' | 57.24' | N37°05'14"E |
| C11 | 66°58'08" | 48.00' | 56.10' | S30°33'29"E |



Plot Date: Jan. 29, 2007
File: 21-2007A-06-041.dwg
Title: INGRESS-EGRESS.dwg



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

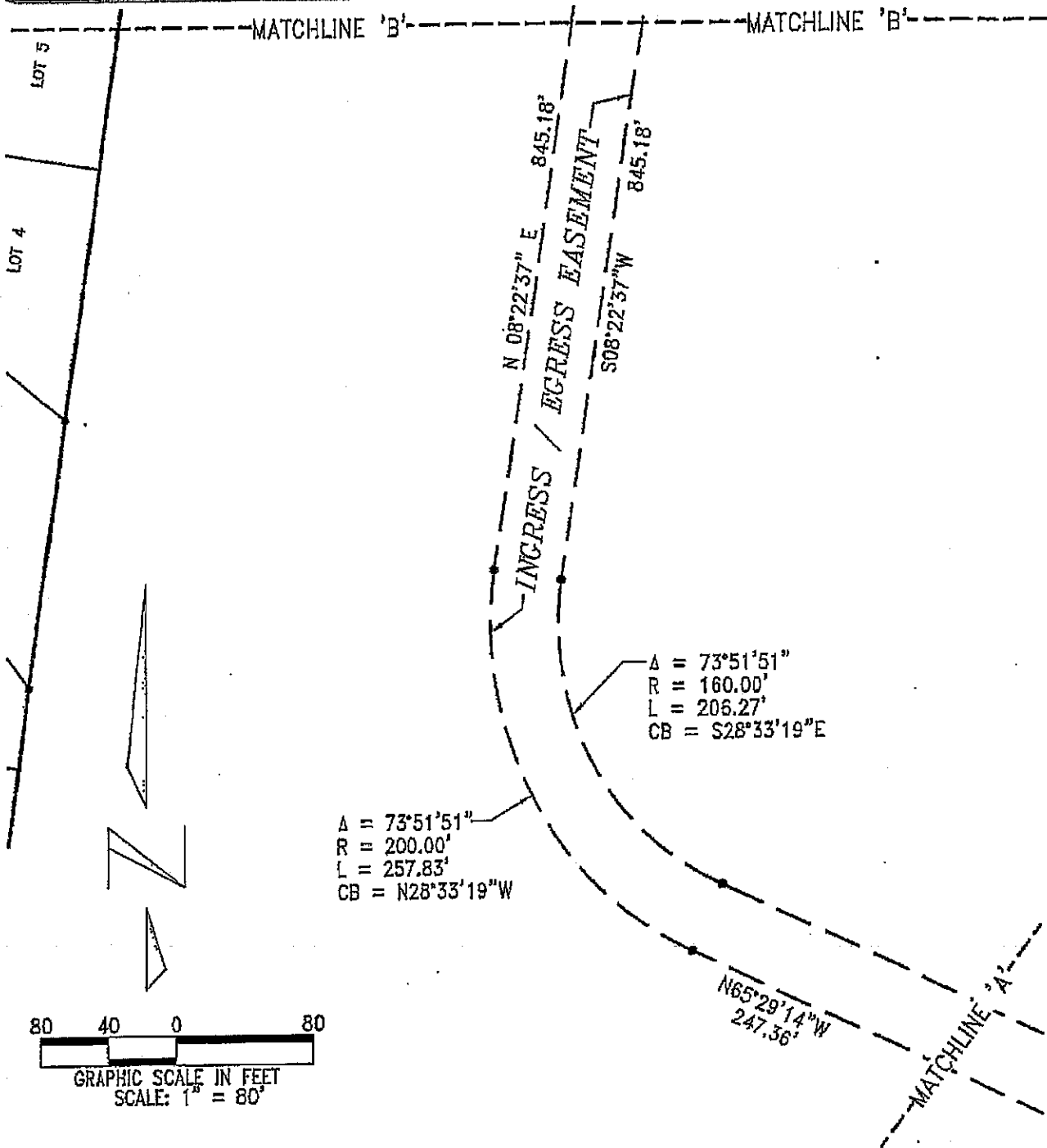
SCALE: 1" = 80'

DWG. No: A06-041

SHEET 3 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT



Plot Date: Jan. 29, 2007
File: Z:\2006\06-041 JAI ALA\dwg\06-041 INGRESS-EGRESS.dwg



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OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

SCALE: 1" = 80'

DWG. No: A06-041

SHEET 4 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

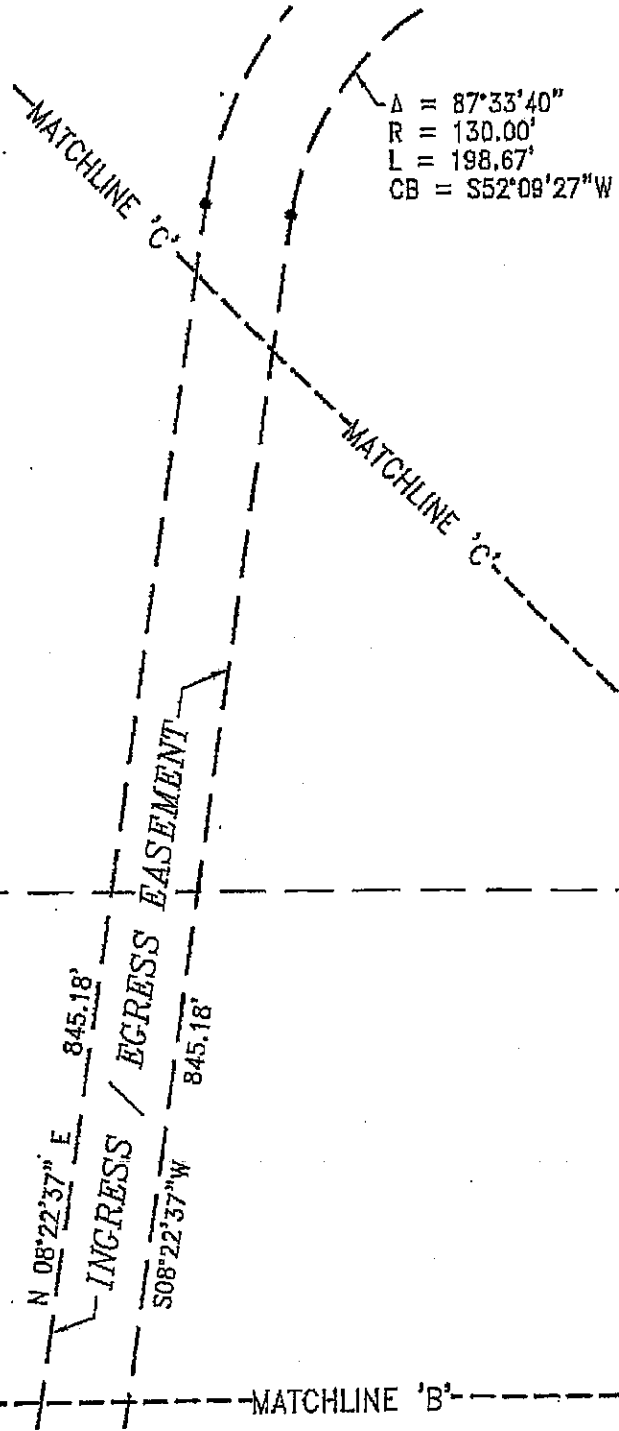
INGRESS ~ EGRESS
EASEMENT

PLAT OF BRYN~MAWR PLAT BOOK 24, PAGE 5

LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6

SOUTH LINE GOVERNMENT LOT 14
NORTH LINE GOVERNMENT LOT 15

80 40 0 80
GRAPHIC SCALE IN FEET
SCALE: 1" = 80'



Plot Date: Jan. 29, 2007
File: Z:\2006\06-041 JAI ALA\dwg\06-041 INGRESS-EGRESS.dwg



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CHK: S.F.B.

REVISIONS:

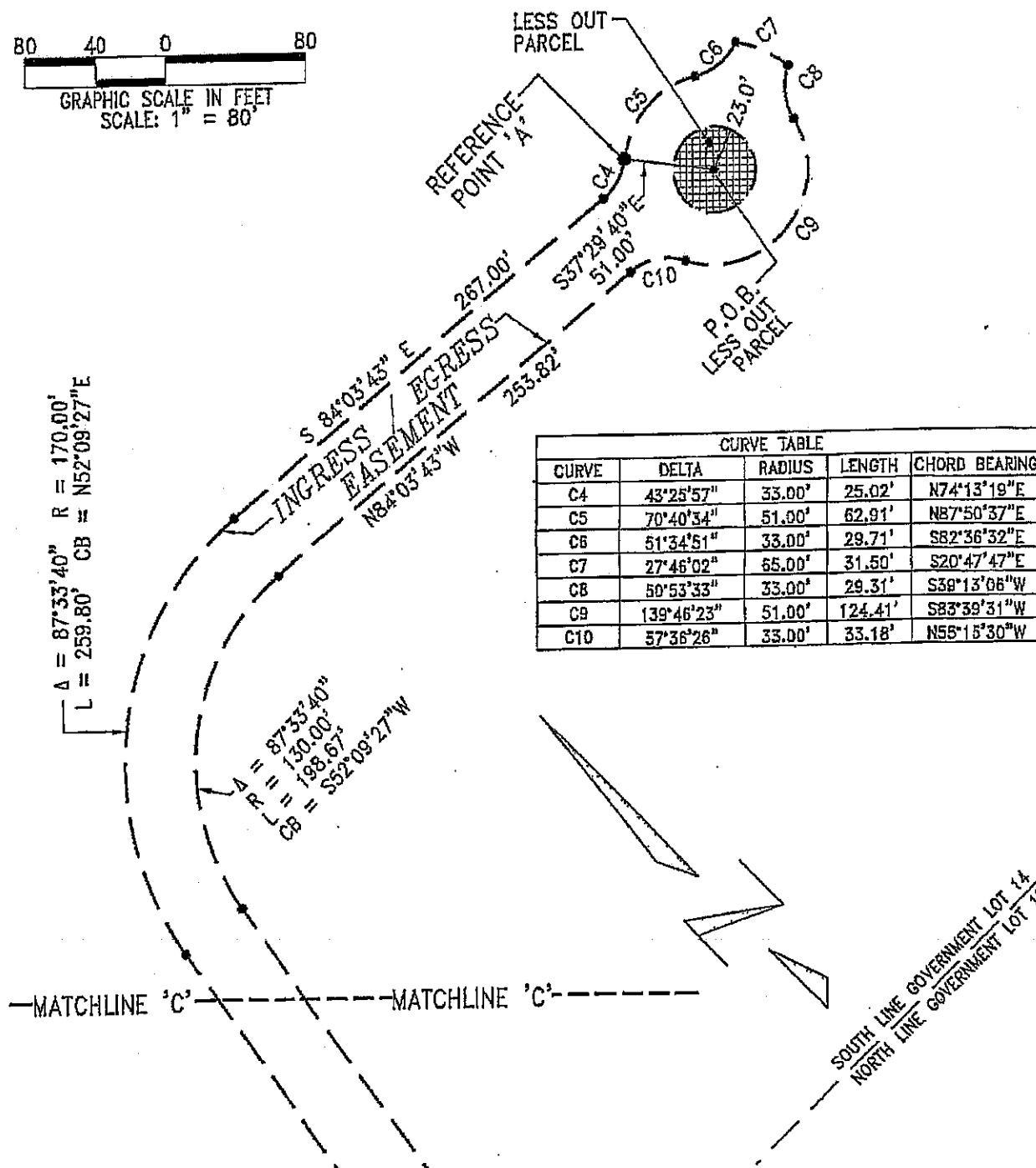
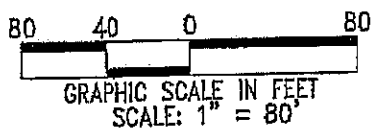
DATE: 01/17/06

SCALE: 1" = 80'

DWG. No: A06-041

SHEET 5 OF 6

INGRESS ~ EGRESS.
EASEMENT



| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING |
|-------|------------|--------|---------|---------------|
| C4 | 43°25'57" | 33.00' | 25.02' | N74°13'19"E |
| C5 | 70°40'34" | 51.00' | 62.91' | N87°50'37"E |
| C6 | 51°34'51" | 33.00' | 29.71' | S82°36'32"E |
| C7 | 27°46'02" | 65.00' | 31.50' | S20°47'47"E |
| C8 | 50°53'33" | 33.00' | 29.31' | S59°13'06"W |
| C9 | 139°46'23" | 51.00' | 124.41' | S83°39'31"W |
| C10 | 57°36'28" | 33.00' | 33.18' | N55°15'30"W |

Plot Date: Jan. 29, 2007

FILE: 2005-08-041 ALAN GAO\08-041 INGRESS-EGRESS.DMP



Keshavarz & Associates, Inc
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 839-6600 Fax: (561) 839-7476 LB 4887

CHK: S.F.B.

DATE: 01/17/06

SHEET 6 OF 6

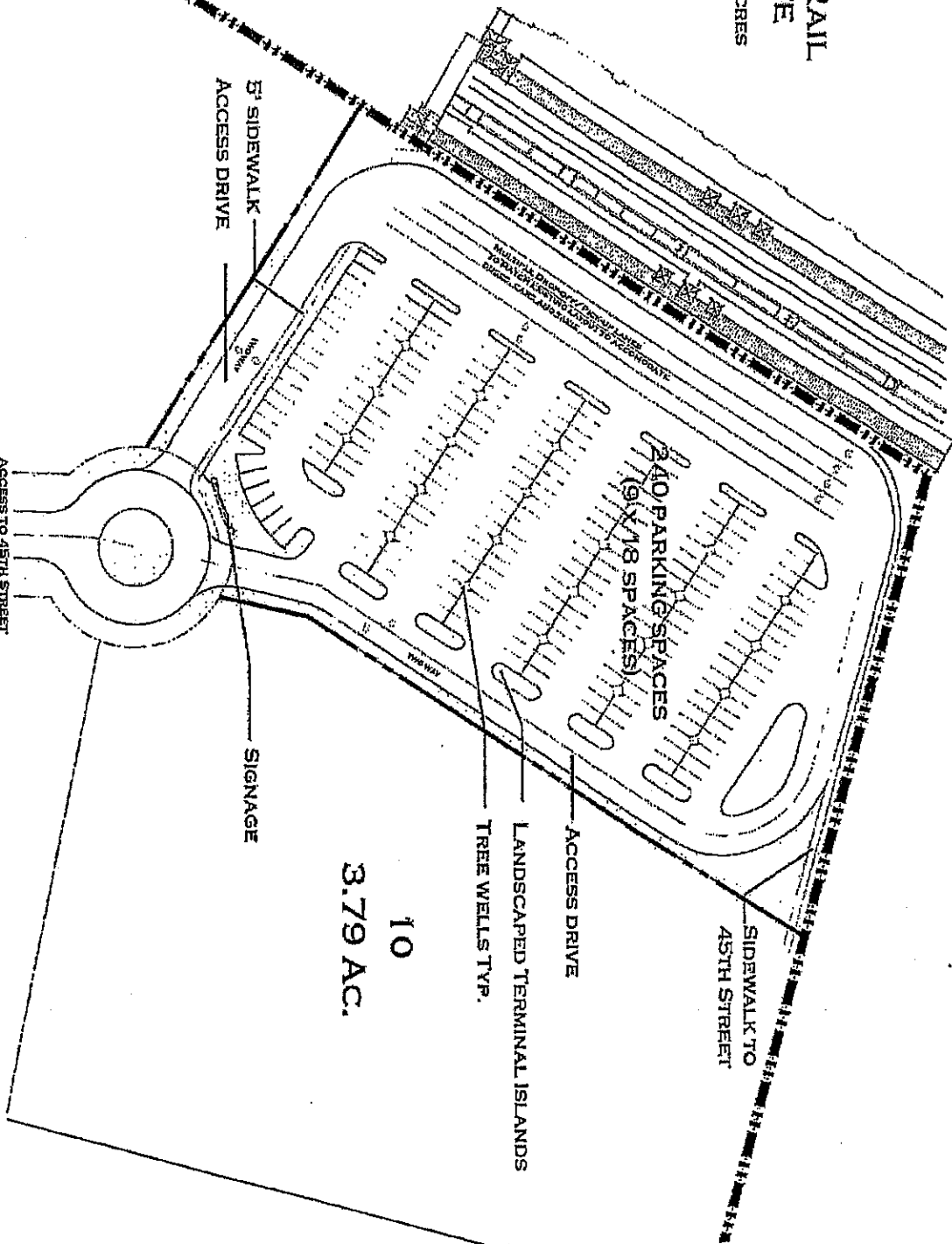
EXHIBIT "D"

SITE PLAN FOR PARKING PARCEL

45TH STREET PROPERTY

TRI-RAIL SITE CONCEPT PLAN

TRI-RAIL
SITE
3.30 ACRES



| | | | | | | |
|-------------|---|----|----|-----|---------------|----------------|
| SHEET NORTH | 0 | 30 | 60 | 120 | SCALE: 1"=30' | DATE: 01.18.07 |
| | | | | | | REV: |

45TH STREET PROPERTY
PRELIMINARY MASTER PLAN

MICHAEL REDD
& ASSOCIATES, P.A.

EXHIBIT "E"

MEMORANDUM OF LEASE

Prepared By:

THOMAS V. EAGAN, P.A.
Squire Sanders & Dempsey L.L.P.
Wachovia Financial Center, Suite 4000
200 South Biscayne Boulevard
Miami, FL 33131

MEMORANDUM OF LEASE

This Memorandum of Lease, made and entered into this ____ day of _____, 2007, by and between DK ARENA, INC., a Delaware corporation, having a mailing address of 501 Fairway Drive, Deerfield Beach, Florida 33441 ("Landlord") and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, having a mailing address of 800 N.W. 33rd Avenue, Pompano Beach, Florida 33064 ("Tenant").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the agreements hereinafter set forth, and those of that certain Lease and Easement Agreement entered into by and between Landlord and Tenant as of the ____ day of _____, 2007 (the "Lease Agreement"), Landlord and Tenant do acknowledge and agree as follows:

1. Landlord and Tenant have entered into the Lease Agreement pursuant to which Landlord: (i) leased unto Tenant and Tenant hired from Landlord the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Parking Parcel") and (ii) granted a non-exclusive access easement to the Parking Parcel to Tenant, its successors and assigns (under the Lease Agreement) and its employees, invitees, patrons, customers, contractors and guests, for pedestrian and vehicular traffic (including buses) over the real property more particularly described in Exhibit B attached hereto and made a part hereof (the "Access Easement").

2. The Commencement Date of the Lease Agreement is the later to occur of (i) the acquisition of the Main Parcel (as defined in the Lease Agreement), less the Parking Parcel by FRI Investors, Inc., a Florida corporation or its approved assignee ("FRI") or (ii) upon the date that the last party to the Lease Agreement executes the Lease Agreement, and ending ten (10) years thereafter (the "Lease Term") unless extended for five (5) additional option terms of ten (10) years each, as provided in the Lease Agreement, unless terminated earlier pursuant to the terms of the Lease Agreement or by written agreement of the Landlord and the Tenant.

3. There are no unpaid bills due or incurred in connection with work on or to the Parking Parcel performed by Tenant, its employees, agents or contractors, which

could cause a mechanics lien to be placed on Landlord's interest in the Parking Parcel, as of the date hereof.

4. Pursuant to the provisions of Section 713.10, Florida Statutes, through recording of this Memorandum of Lease, notice is hereby given to all persons and parties whomsoever that the terms of the Lease Agreement expressly prohibit liability on the part of Landlord for liens for improvements made by Tenant and further provides that Landlord shall not be liable for any labor, materials or other lien incurred by Tenant, and no such lien shall attach to the Parking Parcel or to the reversionary or other estate or interest of Landlord in and to the Parking Parcel. Notice is hereby given to all the world and to all prospective lienors that any and all liens arising subsequent to the recordation of this Memorandum of Lease under the provisions of Chapter 713, Florida Statutes, shall extend to, and only to, the right, title and interest of Tenant and its successors and assigns under the Lease Agreement.

5. Notice is hereby given to all the world that the Landlord enjoys landlord's lien rights which are and shall be and remain prior, paramount and superior to any and all liens claimed against the Tenant or against all or any part of the Parking Parcel.

6. Reference is made to the Lease Agreement for all of the other terms, conditions and agreements between the parties. A true and correct copy of the Lease Agreement is available at the offices of Squire Sanders & Dempsey L.L.P., Wachovia Financial Center, Suite 4000, 200 South Biscayne Boulevard, Miami, FL 33131, Attn: Thomas V. Eagan, P.A.

7. Tenant ratifies and reaffirms its obligations under the Lease Agreement and confirms that all terms and obligations of the Lease Agreement, are in full force and effect; and that neither Tenant nor Landlord is in default of any of its obligations thereunder and that Tenant has no defenses to claims or actions against Landlord in connection with the Lease Agreement. Further, Tenant confirms that the Expired Lease (as defined in the Lease Agreement) has expired pursuant to its terms and that the Tenant has no rights under the Expired Lease. This Memorandum of Lease is executed in connection with and is deemed to be a part of the Lease Agreement. This instrument is merely a Memorandum of Lease and is subject to all of the terms, provisions and conditions of the Lease Agreement. Where the terms of this Memorandum of Lease and the Lease Agreement conflict, the terms of the Lease Agreement shall control. All capitalized terms not defined herein shall have the same meaning as ascribed in the Lease Agreement.

8. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

Witnesses:

DK ARENA, INC., a Delaware corporation

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

ss.: .

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____, as _____ of DK Arena, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary: _____

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

**SOUTH FLORIDA REGIONAL
TRANSPORTATION**

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

Approved as to form by:
Teresa J. Moore
Greenberg Traurig
777 South Flagler Drive
Suite 300E
West Palm Beach, FL 33401
Telephone: (561) 650-7963
Telecopier: (561) 655-6222

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____, as _____ of South Florida Regional Transportation, a _____, on behalf of the _____. He/she is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT A

Legal Description for the Parking Parcel

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES,
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JANUARY 19, 2007

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

Keshavarz & Associates, Inc.

CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-3600 Fax: (561) 689-7476 L214897

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: N/A

DWG. No: A06-041A

SHEET 1 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 15, SECTION 5, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 15 AND THE ULTIMATE NORTH RIGHT-OF-WAY LINE OF 45TH STREET AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93510-2602, SAID POINT BEING NORTH 89°56'55" WEST AND 168.06 FEET FROM THE SOUTHWEST CORNER OF THE HENDRICKS PLAT RECORDED IN PLAT BOOK 66, PAGE 103, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°56'55" WEST, ALONG SAID ULTIMATE NORTH RIGHT-OF-WAY LINE A DISTANCE OF 8.69 FEET; THENCE NORTH 43°20'02" WEST, DEPARTING SAID ULTIMATE NORTH RIGHT-OF-WAY LINE, A DISTANCE 55.36 FEET; THENCE NORTH 02°55'35" EAST A DISTANCE OF 184.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 220.00 FEET, FROM WHICH A CHORD BEARS NORTH 31°16'50" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 262.69 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 329.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 140.00 FEET, FROM WHICH A CHORD BEARS NORTH 28°33'19" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 180.48 FEET; THENCE NORTH 08°22'37" EAST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, FROM WHICH A CHORD BEARS NORTH 52°09'27" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 168.11 FEET; THENCE SOUTH 84°03'43" EAST A DISTANCE OF 272.25 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 65.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 64°05'21" EAST AND A CHORD BEARS NORTH 87°28'28" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 133°17'46" A DISTANCE OF 151.22 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE ARC OF SAID 65.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 79°29'46" A DISTANCE OF 90.19 FEET; THENCE NORTH 36°31'39" EAST A DISTANCE OF 254.87 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD; THENCE SOUTH 53°42'49" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 420.82 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF HAMPTON COURT, RECORDED IN PLAT BOOK 86, PAGE 68, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 18°21'05" WEST, ALONG THE SAID EAST LINE OF SAID GOVERNMENT LOT 14 AND THE WEST LINE OF SAID PLAT A DISTANCE OF 289.63; THENCE NORTH 53°37'35" WEST, DEPARTING SAID EAST LINE OF GOVERNMENT LOT 14 AND SAID WEST PLAT LINE A DISTANCE OF 390.49 FEET; THENCE NORTH 81°16'38" WEST A DISTANCE OF 58.99 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 128,326 SQUARE FEET / 2.95 ACRES, MORE OR LESS.

Plot Date: Jan. 29, 2007
File: Z:\2006\06-041 Mri AIA\dwg\06-041 Lease Parcel.dwg
User: keshavarz\keshavarz
Title: Surveyor



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 639-9600 Fax: (561) 639-7476 L34197

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

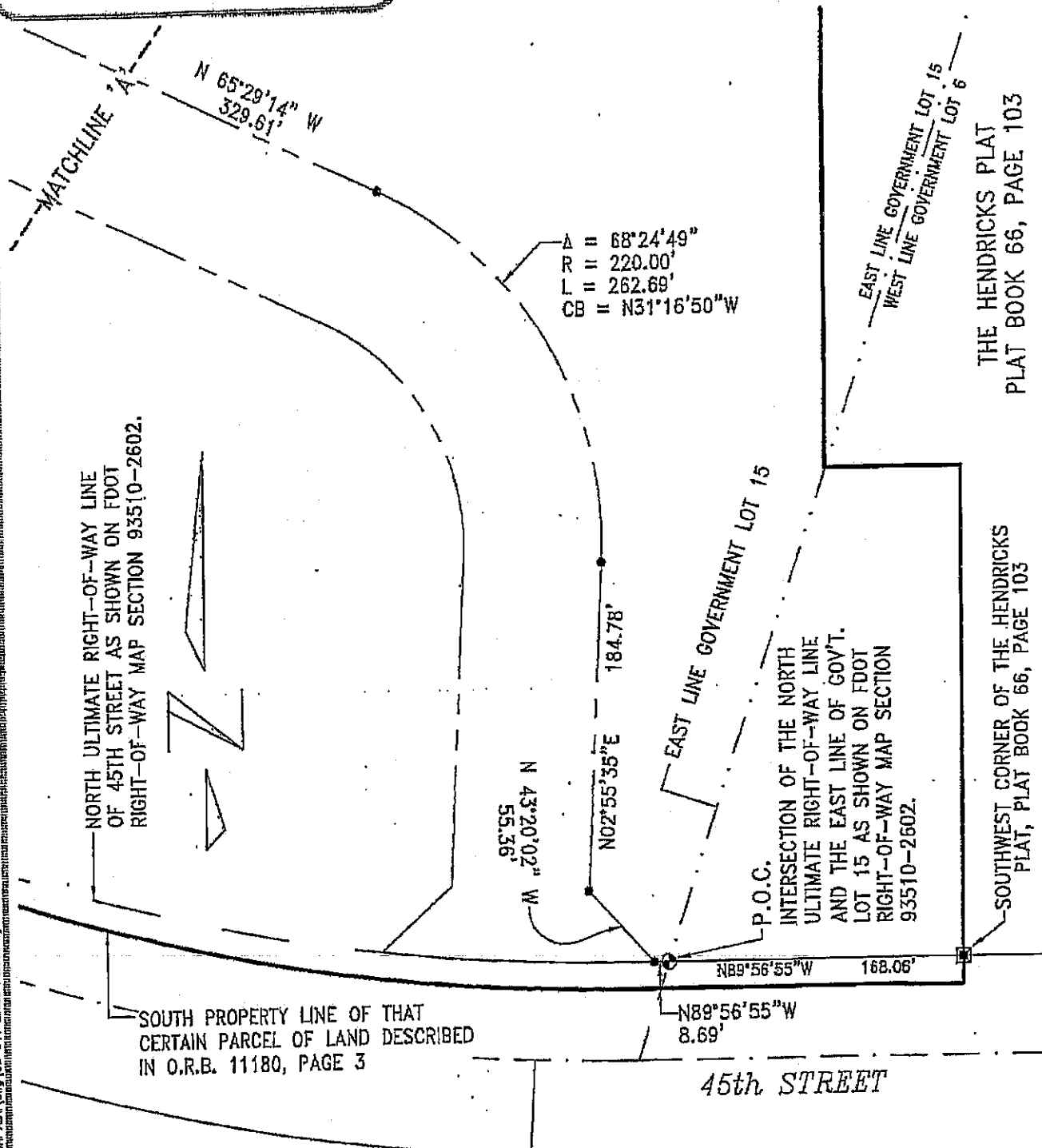
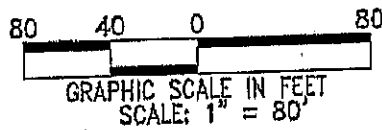
SCALE: N/A

DWG. No: A06-041A

SHEET 2 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



Plot Date: Jan. 29, 2007
File: 21200606-041.dwg
User: ALA\dwg
Date: 06-04-11
Project: Mangonia Park Station Tri-Rail Lease Parcel.dwg



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-2600 Fax: (561) 689-2476 134897

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

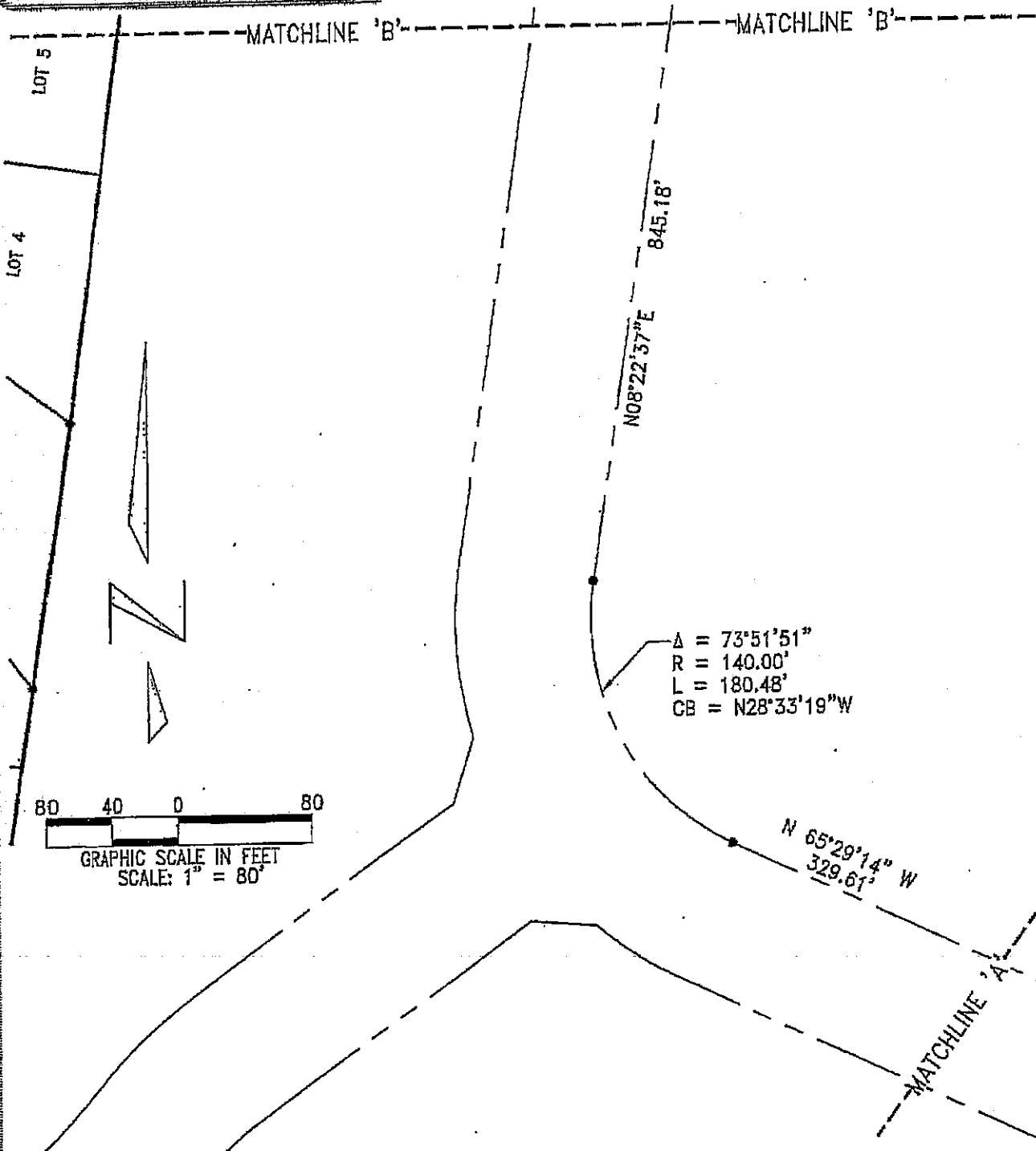
SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 3 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



Plot Date: Jan. 29, 2007
File Z:\2006\06-041.dwg
ALM\dwg\06-041 Lease Parcel.dwg



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7475 L3 4497

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 4 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

PLAT OF BRYN~MAWR PLAT BOOK 24, PAGE 5

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

SOUTH LINE GOVERNMENT LOT 14
NORTH LINE GOVERNMENT LOT 15



GRAPHIC SCALE IN FEET
SCALE: 1" = 80'

MATCHLINE 'B'

845.18'
N08°22'37"E

MATCHLINE 'B'

MATCHLINE 'C'

MATCHLINE 'C'

$\Delta = 87^{\circ}33'40''$
 $\Delta = 110.00'$
 $\Delta = 168.11'$
 $\Delta = N52^{\circ}09'27''E$

Plot Date: Jan. 29, 2007
File: 212005\06-041_MN_ALA\dwg\06-041 Lease Parcel.dwg



Keshavaiz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-4600 Fax: (561) 689-7476 134437

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

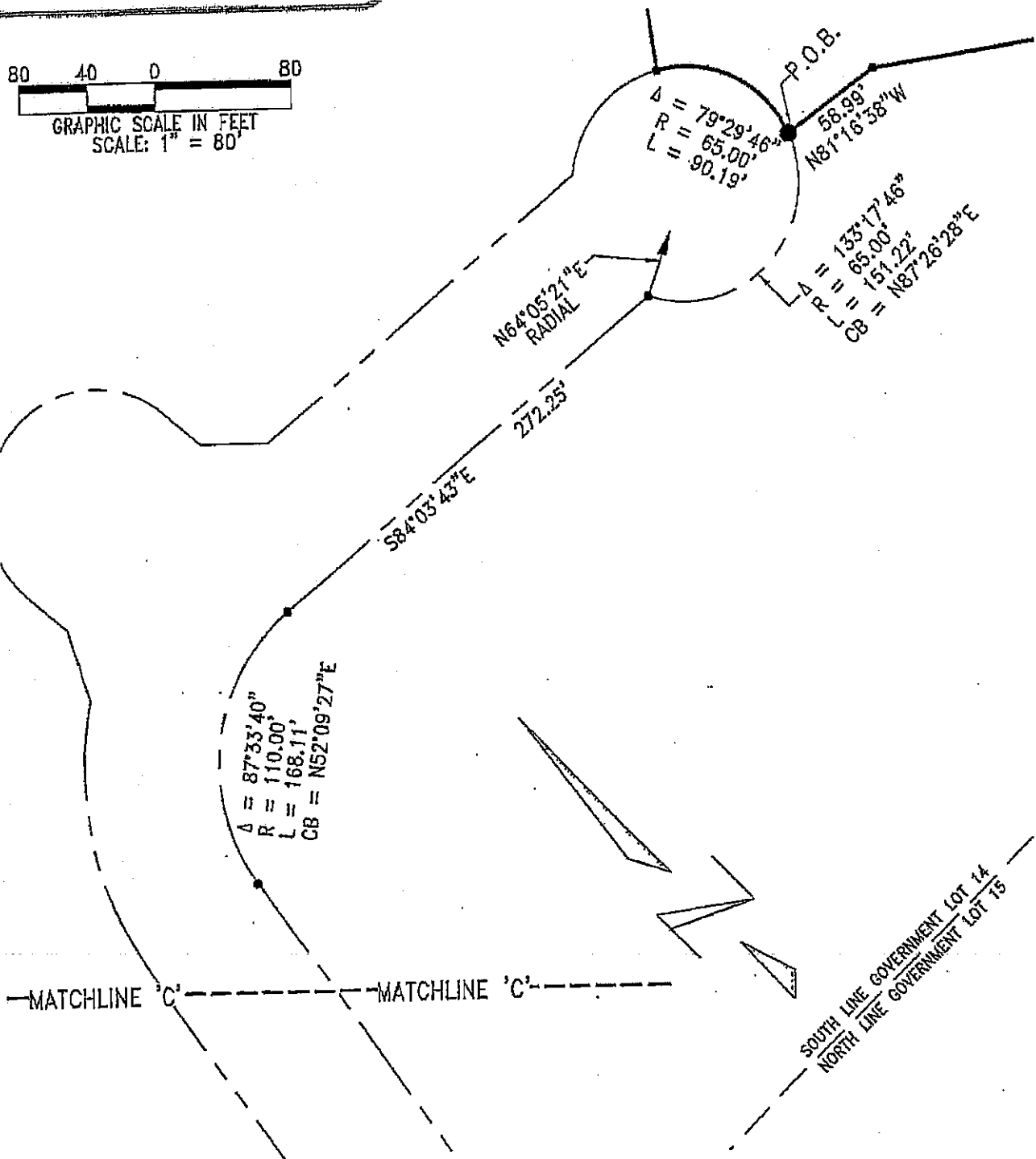
DWG. No: A06-041A

SHEET 5 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL

80 40 0 80
GRAPHIC SCALE IN FEET
SCALE: 1" = 80'



Plot Date: Jan. 29, 2007
File: 212005\06-041\A\A\dwg\06-041 Lease Parcel.dwg



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 889-8600 Fax: (561) 889-7476 LS 4857

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

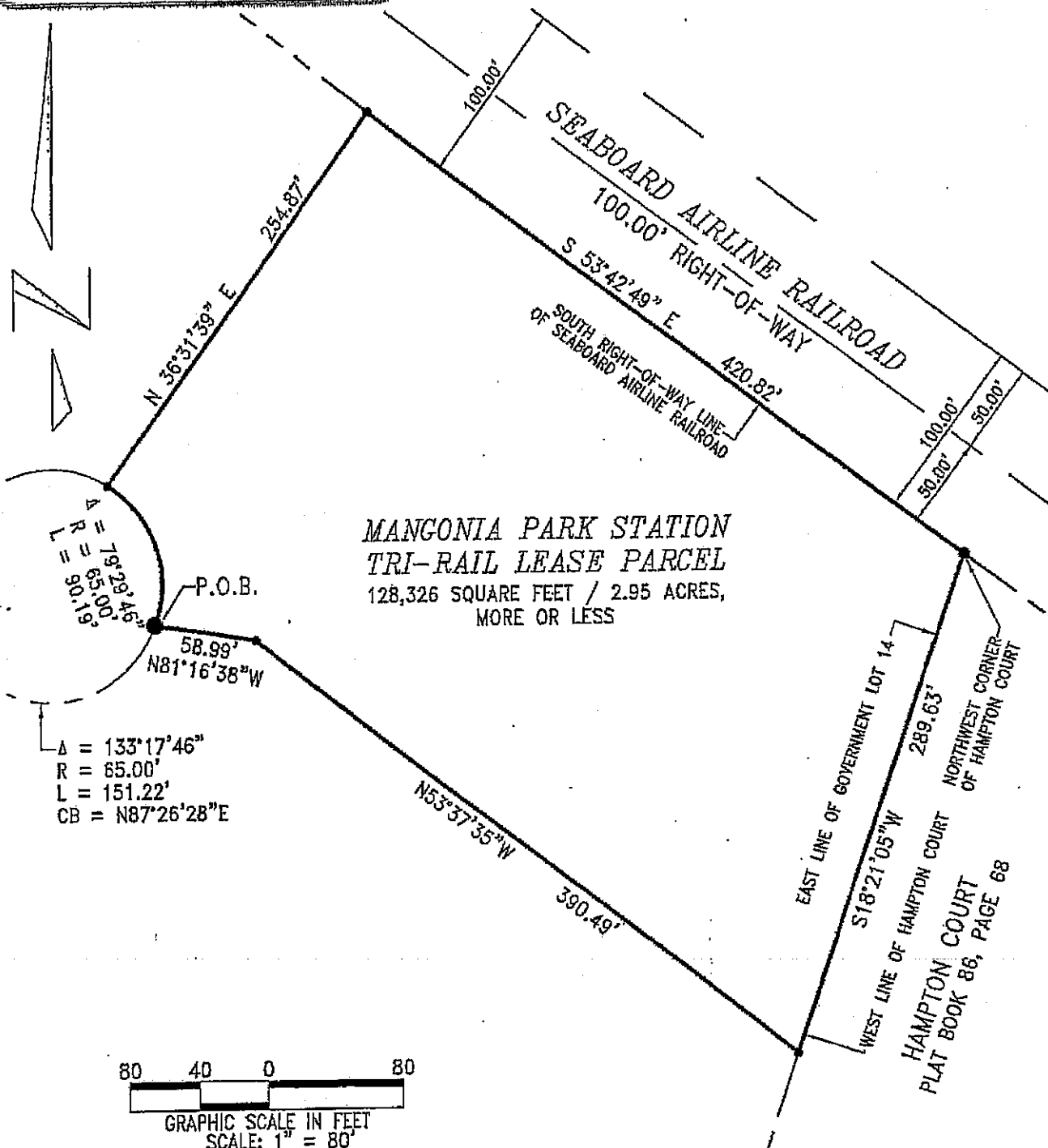
SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 6 OF 7

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

MANGONIA PARK STATION
TRI-RAIL LEASE PARCEL



PLOT DATE: JAN 29, 2007
FILE: 212006\06-041\A\A\deg\06-041.dwg



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 699-4200 Fax: (561) 699-7476 LB4897

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/19/06

SCALE: 1" = 80'

DWG. No: A06-041A

SHEET 7 OF 7

EXHIBIT B

Legal Description for the Access Easement

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOTS 14 & 15, SECTION 5, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 15 AND THE ULTIMATE NORTH RIGHT-OF-WAY LINE OF 45TH STREET AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93510-2602, SAID POINT BEING NORTH 89°56'55" WEST AND 168.06 FEET FROM THE SOUTHWEST CORNER OF THE HENDRICKS PLAT RECORDED IN PLAT BOOK 66, PAGE 103, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°56'55" WEST, ALONG SAID ULTIMATE NORTH RIGHT-OF-WAY LINE A DISTANCE OF 23.13 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1218.30 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 00°03'05" EAST AND FROM WHICH A CHORD BEARS NORTH 89°33'49" WEST; THENCE CONTINUING ALONG SAID NORTH ULTIMATE RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°46'12" A DISTANCE OF 16.37 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID ULTIMATE NORTH RIGHT-OF-WAY LINE AND THE PREVIOUSLY STATED 1218.30 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 05°14'43" A DISTANCE OF 111.53 FEET TO A POINT OF CUSP; SAID POINT OF CUSP BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST,

~LEGAL DESCRIPTION CONTINUED ON NEXT PAGE~

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES,
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JANUARY 17, 2007

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

 Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 889-8600 Fax: (561) 442-7475 LB 4897

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

SCALE: N/A

DWG. No: A06-041

SHEET 1 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT

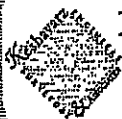
~LEGAL DESCRIPTION CONTINUED FROM PREVIOUS PAGE~

HAVING A RADIUS OF 48.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 18°45'08" WEST AND A CHORD BEARS NORTH 37°05'14" EAST; THENCE ALONG THE ARC OF SAID CURVE, DEPARTING SAID NORTH ULTIMATE RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 68°19'16" A DISTANCE OF 57.24 FEET; THENCE NORTH 02°55'35" EAST A DISTANCE OF 178.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 148.00 FEET, FROM WHICH A CHORD BEARS NORTH 31°16'50" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 176.72 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 32.25 FEET; THENCE NORTH 51°59'30" WEST A DISTANCE OF 51.42 FEET; THENCE NORTH 65°29'14" WEST A DISTANCE OF 247.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, FROM WHICH A CHORD BEARS NORTH 28°33'19" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 257.83 FEET; THENCE NORTH 08°22'37" EAST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET, FROM WHICH A CHORD BEARS NORTH 52°09'27" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 259.80 FEET; THENCE SOUTH 84°03'43" EAST A DISTANCE OF 267.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS NORTH 74°13'19" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°25'57" A DISTANCE OF 25.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 51.00 FEET, FROM WHICH A CHORD BEARS NORTH 87°50'37" EAST, SAID POINT BEING REFERENCE POINT 'A'; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°40'34" A DISTANCE OF 62.91 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS SOUTH 82°36'32" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°34'51" A DISTANCE OF 29.71 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 65.00 FEET, FROM WHICH A CHORD BEARS SOUTH 20°47'47" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°46'02" A DISTANCE OF 31.50 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS SOUTH 39°13'06" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°53'33" A DISTANCE OF 29.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 51.00 FEET, FROM WHICH A CHORD BEARS SOUTH 83°39'31" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 139°46'23" A DISTANCE OF 124.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 33.00 FEET, FROM WHICH A CHORD BEARS NORTH 55°15'30" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°36'26" A DISTANCE OF 33.18 FEET; THENCE NORTH 84°03'43" WEST A DISTANCE OF 253.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 130.00 FEET, FROM WHICH A CHORD BEARS SOUTH 52°09'27" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°33'40" A DISTANCE OF 198.67 FEET; THENCE SOUTH 08°22'37" WEST A DISTANCE OF 845.18 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 160.00 FEET, FROM WHICH A CHORD BEARS SOUTH 28°33'19" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°51'51" A DISTANCE OF 208.27 FEET; THENCE SOUTH 65°29'14" EAST A DISTANCE OF 329.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, FROM WHICH A CHORD BEARS SOUTH 31°16'50" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°24'49" A DISTANCE OF 238.81 FEET; THENCE SOUTH 02°55'35" WEST A DISTANCE OF 180.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 48.00, FROM WHICH A CHORD BEARS SOUTH 30°33'29" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°58'08" A DISTANCE OF 56.10 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT 'A'; THENCE SOUTH 37°29'40" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING OF THE CENTER OF A CIRCLE HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 360°.

CONTAINING IN ALL 107,706.4 SQUARE FEET / 2.47 ACRES, MORE OR LESS.



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-4600 Fax: (561) 689-7476 LB 4897

PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

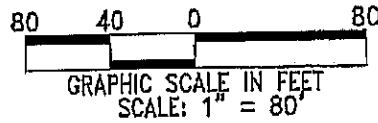
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DWG. No: A06-041

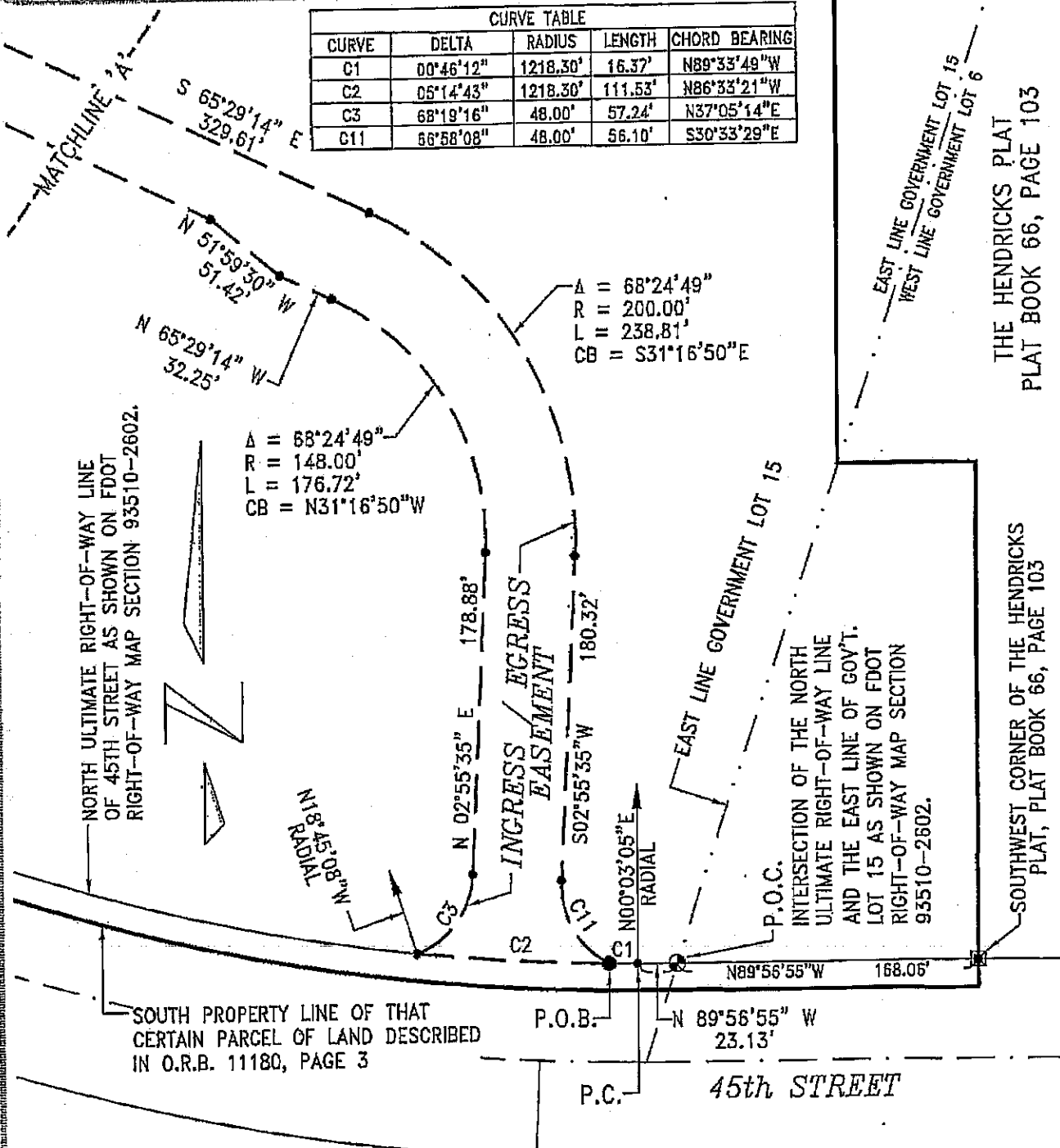
SHEET 2 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT



| CURVE TABLE | | | | |
|-------------|-----------|----------|---------|---------------|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING |
| C1 | 00°46'12" | 1218.30' | 16.37' | N89°33'49"W |
| C2 | 05°14'43" | 1218.30' | 111.53' | N86°33'21"W |
| C3 | 68°19'16" | 48.00' | 57.24' | N37°05'14"E |
| C11 | 66°58'08" | 48.00' | 56.10' | S30°33'29"E |



Plot Date: Jan. 28, 2007
File: 21\2006\06-041 ALA\dwg\06-041 INGRESS-EGRESS.dwg



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OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

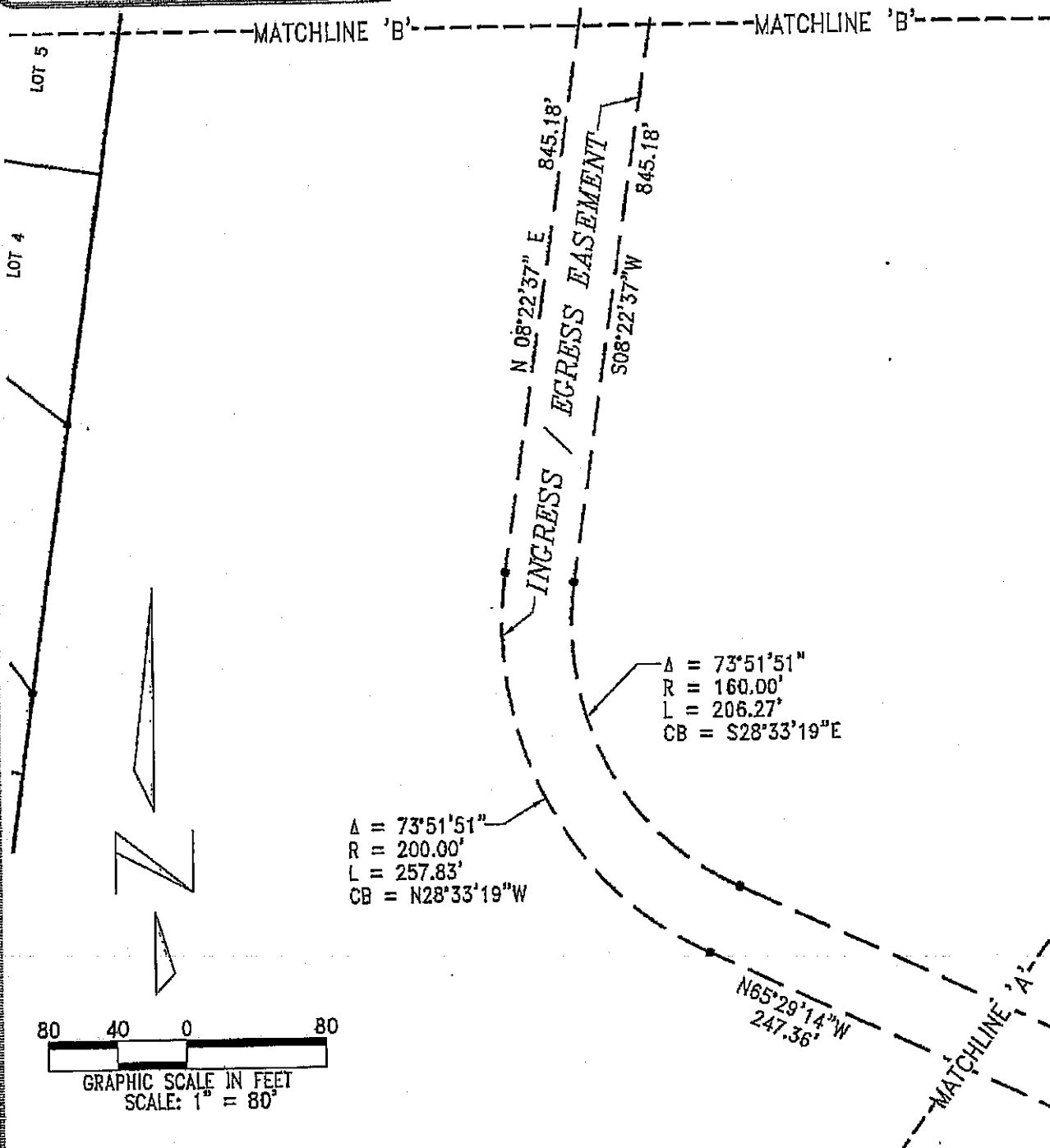
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DWG. No: A06-041

SHEET 3 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT



Plot Date: Jan. 22, 2007
File: 21.06.05-06-041-01 ALA.dwg 06-041 INGRESS-EGRESS.dwg



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

SCALE: 1" = 80'

DWG. No: A06-041

SHEET 4 OF 6

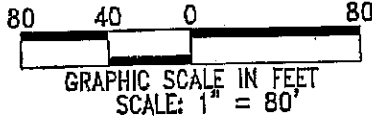
DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT

PLAT OF BRYN~MAWR PLAT BOOK 24, PAGE 5

LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11

SOUTH LINE GOVERNMENT LOT 14
NORTH LINE GOVERNMENT LOT 15



MATCHLINE 'C'

$\Delta = 87^{\circ}33'40''$
 $R = 130.00'$
 $L = 198.67'$
 $CB = S52^{\circ}09'27''W$

MATCHLINE 'C'

N $08^{\circ}22'37''$ E 845.18'
INGRESS / EGRESS EASEMENT
S $08^{\circ}22'37''$ W 845.18'

MATCHLINE 'B'

MATCHLINE 'B'

Plot Date: Jan. 29, 2007
File: 2172006-06-041_A1 ALA\Org\06-041 INGRESS-EGRESS.dwg



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West Palm Beach, Florida 33401
Tel: (561) 687-8600 Fax: (561) 687-7476 LB 4897

PROJ.: 06-041

REVISIONS:

SCALE: 1" = 80'

OFFICE: S.F.B.

DWG. No: A06-041

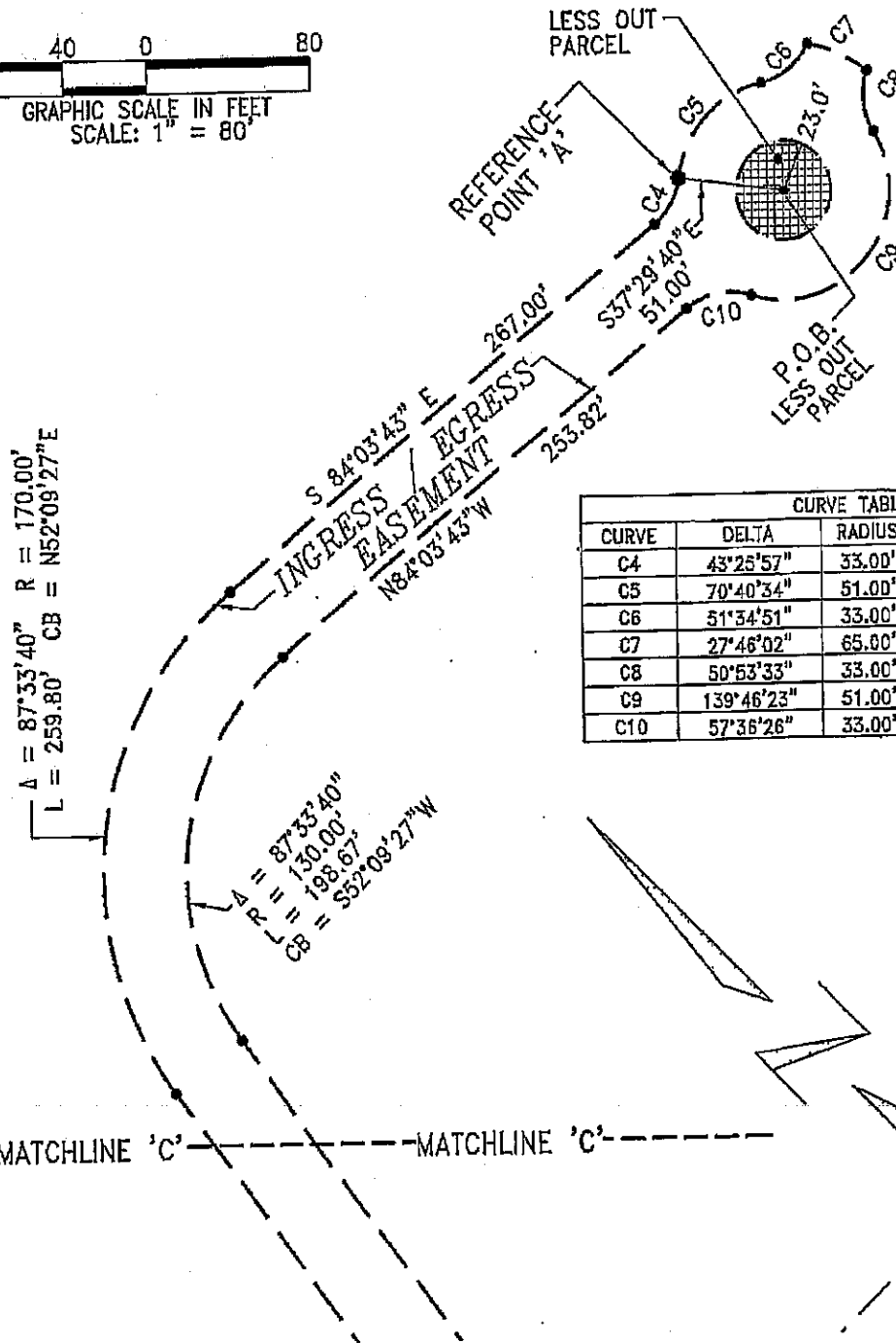
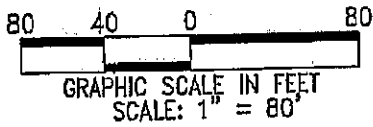
CHK: S.F.B.

DATE: 01/17/06

SHEET 5 OF 6

DESCRIPTION & SKETCH
PREPARED FOR:
FRI INVESTORS, INC.

INGRESS ~ EGRESS
EASEMENT



| CURVE TABLE | | | | |
|-------------|------------|--------|---------|---------------|
| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING |
| C4 | 43°25'57" | 33.00' | 25.02' | N74°13'19"E |
| C5 | 70°40'34" | 51.00' | 62.91' | N87°50'37"E |
| C6 | 51°34'51" | 33.00' | 29.71' | S82°36'32"E |
| C7 | 27°46'02" | 65.00' | 31.50' | S20°47'47"E |
| C8 | 50°53'33" | 33.00' | 29.31' | S39°13'06"W |
| C9 | 139°46'23" | 51.00' | 124.41' | S83°39'31"W |
| C10 | 57°35'26" | 33.00' | 33.18' | N55°15'30"W |

SOUTH LINE GOVERNMENT LOT 14
NORTH LINE GOVERNMENT LOT 15

Plot Date: Jan. 29, 2007
File: 21_2006_06-041.dwg
ALV:ALV



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PROJ.: 06-041

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS:

DATE: 01/17/06

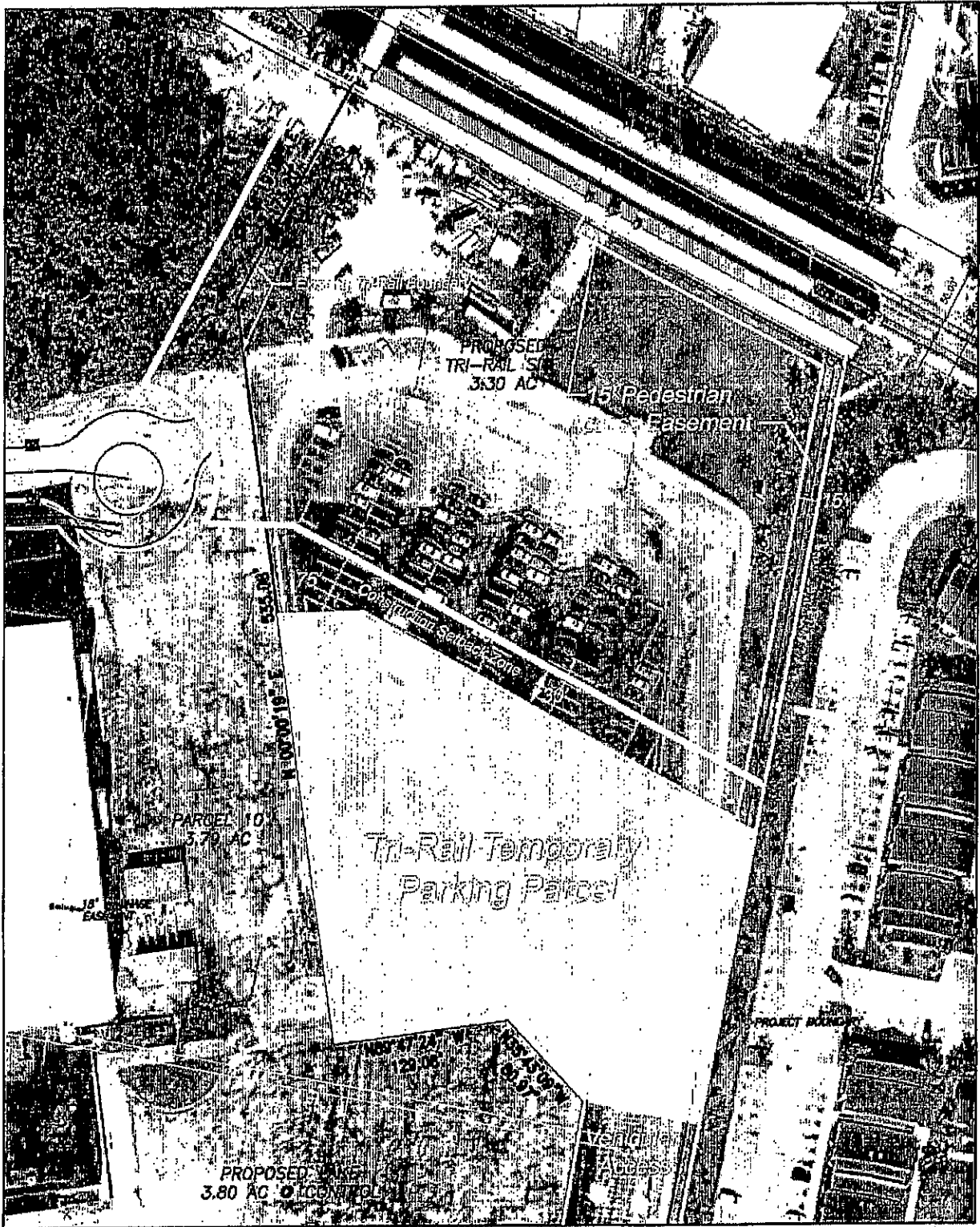
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DWG. No: A06-041

SHEET 6 OF 6

EXHIBIT "F"

GRAPHIC DEPICTION OF TEMPORARY PARKING PARCEL



45TH STREET PARCEL
MANGONIA PARK TRI-RAIL STATION
PROPOSED TEMPORARY PARKING PARCEL

MICHAEL REDD
& ASSOCIATES



SCALE: 1"=100'
 DATE: 02/08/07

Greenberg Traurig

Memorandum

To: South Florida Regional Transportation Board

From: Phillip H. Hutchinson and Stephanie A. Maxson

Date: February 15, 2007

Re: SFRTA Mangonia Park Station Lease and Easement Agreement (the "Lease")

What follows is a brief memorandum outlining the potential issues with respect to the proposed Lease Agreement for the Mangonia Park Station.

1. The Lease requires SFRTA to pay for all costs and expenses relating to the construction of the Parking Parcel, including, without limitation, the paving, striping, lighting, electrical hook-up, sidewalks, construction permits, inspections, etc. The total cost of the construction is estimated to be approximately \$1.2 Million. At this juncture, SFRTA has only approximately \$500,000 available for the construction. Before the Authority could agree to the terms of this Lease, the additional \$700,000 will need to be identified and budgeted for this construction. The Owner, while responsible for completing the construction, will not contribute any funds toward the Authority's shortfall in funds.

2. The Lease requires SFRTA to pay for its "proportionate share" of the costs and expenses assessed against the Parking Parcel. The Owner states that the "proportionate share" is based upon the square footage of the Parking Parcel which would be comprised of 3.3 acres. The amount of these costs will be based upon an estimate provided by the Owner at the beginning of each year. Thus, at this point, the Authority does not know the amount of this cost. Additionally, SFRTA would be required to be a member of the Property Owner's Association. The Authority would need to review the underlying Association documents to determine whether

To: SFRTA Board
From: Stephanie A. Maxson
Date: February 9, 2007
Re: SFRTA Mangonia Park Station Lease and Easement Agreement

Page: 2

it has any voting rights and whether its proportionate share could change and, if so, under what circumstances. It is expected that this cost would increase on a yearly basis. SFRTA would have to budget for this unknown sum for the life of the Lease.

3. The Lease states that the lease term will not commence until the *later* of: (i) acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc. ("FRI"), and (ii) the date the last party executes the Agreement. This means that should FRI Investors not close on the property, the Lease will never become effective. In that case, the Authority would still be operating under the existing month-to-month lease and would be subject to eviction with 30-days notice. Based on the language in (i) above, it is unclear as to whether Don King Productions will retain title to the Parking Parcel. Additionally, if FRI acquires title to the Main Parcel prior to the execution of the Lease, then FRI would need to be assigned the Lease as part of the closing. Alternatively, FRI would need to be a party to the present Lease to insure that the ultimate Owner was bound by the terms of the Lease. The Owner declined to make any changes with respect to this provision.

4. The Lease permits Landlord to alter the boundary lines of the Parking Parcel. The Owner explained that such flexibility was required as it moves forward in obtaining site approval. The Owner has verbally indicated that any changes to the boundary lines will not affect the number of parking spaces, affect access or the proximity of the Parking Parcel to the Mangonia Park Station. Staff will obtain written modifications to the Lease that indicates the Owner's verbal commitments.

To: SFRTA Board
From: Stephanie A. Maxson
Date: February 9, 2007
Re: SFRTA Mangonia Park Station Lease and Easement Agreement

Page: 3

5. During construction, SFRTA will require temporary parking and other facilities. The present parking lot comprises in excess of 5 acres, the new parking lot will comprise 3.3 acres. The Lease provides for 125 temporary parking spaces ("Temporary Parking Parcel") pending completion of the construction of the Parking Parcel. The Owner states that the Temporary Parking Parcel will comprise the northern end of the present parking lot. The Owner will not commit to make alterations to the Temporary Parcel to insure that it is ADA compliant. It is the Owner's belief that by utilizing a portion of the present parking lot which is ADA compliant, that no further alterations will be required to obtain ADA compliance. It is unknown at this time whether this assertion is correct; however, it is clear that the ADA does not provide for any form of waiver for compliance during the time of construction. Accordingly, once Staff receives final plans for the Temporary Parking Parcel, a determination can be made as to whether such a parcel is ADA compliant.

6. SFRTA may require in the future non-exclusive easements over the Main Parcel in order to tap into and utilize certain utility services (e.g. gas, water, sewer, drainage, electric, etc.) on the Main Parcel. The Owner states that should such a requirement arise in the future, the Authority will need to request such easements from the Owner. The Owner will, as part of the construction, provide hook-ups for the present facilities. The Owner is unwilling to provide non-exclusive easements for future expansion at this time without clarification as to the exact usage.

7. The Lease permits Landlord to relocate the Access Easement. The Owner has verbally indicated that it is willing to relocate the signage such that patrons can find access to the

To: SFRTA Board
From: Stephanie A. Maxson
Date: February 9, 2007
Re: SFRTA Mangonia Park Station Lease and Easement Agreement

Page: 4

Mangonia Park Station. Staff will obtain modified Lease terms that can be presented to the Board containing the language relative to the relocation of the signage.

8. Palm Tran buses will not go over traffic calming devices. The Owner has verbally agreed not to install such devices. Staff will obtain modified Lease terms that can be presented to the Board containing the language relative to traffic calming devices.

9. The Lease states that Landlord may temporarily place obstructions within the Access Easement. In such an event, the Authority would want the Landlord to confirm that it will provide alternate temporary access to the Parking Parcel and directional signage until the Access Easement is no longer obstructed. The Owner states that such obstruction would occur only on an emergency basis and cannot absolutely commit that during such an emergency that the Access Easement will be open. Staff is attempting to obtain Owner's commitment to permit obstructions to the Access Easement, except in emergencies.

10. The Lease requires SFRTA to maintain the existing monuments and the signage located thereon as well as any and all directional signage and signage that refers to SFRTA's name and/or logo. The Landlord has verbally committed to maintaining the signage as part of the Property Owner's Association. Staff will obtain modified Lease terms that can be presented to the Board containing the language relative to this issue.

11. Pursuant to Paragraph 31 of the Agreement, Tenant is required to pay and otherwise be responsible for the modification to any drainage systems within the Access Easement if such drainage systems are affected by construction conducted by the Authority on the Parking Parcel. Any additional construction implemented by the Authority after the

To: SFRTA Board
From: Stephanie A. Maxson
Date: February 9, 2007
Re: SFRTA Mangonia Park Station Lease and Easement Agreement

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completion of the Parking Parcel should be cognizant of any potential changes in the drainage system on the Main Parcel and the Access Easement.

EXHIBITS ATTACHED: Exhibit-I – Central Palm Beach County Corridor Study Fact Sheet
Exhibit-II – Presentation

CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR STUDY

Recommended by: Jack Stephens 2/14/07
Department Director Date

Approved by: N/A
Contracts Director Date

Authorized by: [Signature] 2/14/07
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Page 2

AGENDA ITEM NO. 1-2.

CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR STUDY

Recommended by: _____
Department Director Date

Authorized by: _____
Executive Director Date

Approved by: _____
Contracts Director Date

Approved as to Form by: _____
General Counsel Date 2/12/07



CENTRAL PALM BEACH COUNTY TRANSPORTATION CORRIDOR STUDY

Introduction

The South Florida Regional Transportation Authority (SFRTA) and the Palm Beach County Metropolitan Planning Organization (MPO) have initiated the Central Palm Beach County Transportation Corridor Study. This study will develop a transit service implementation plan for the transportation corridor which extends from downtown West Palm Beach (including the Tri-Rail Station), between Okeechobee and Southern Boulevards, along US 441 and continuing on to the Mall at Wellington Green (Figure 1).

What is the Study?

Okeechobee Boulevard from downtown West Palm Beach to a point west of US 441 has been identified in the Palm Beach MPO's 2030 Long Range Transportation Plan as a proposed Rapid Bus Transit Corridor. In addition, Palm Tran listed this corridor as a Rapid Bus operation in the 2004-2008 Transit Development Plan.

This study will identify "fast bus" service improvement options and include a comparison of costs and estimate ridership potential on the basis of structural and service variables such as schedule frequency, technology systems, vehicles, fare collection, and station locations. Descriptions of three levels of "fast bus" service improvements will be developed to determine a specific implementation option.

Implementation feasibility will be based upon current and existing forecasted demographics (through the year 2030), land use, transit ridership, and traffic and infrastructure conditions of the Corridor. The recommended implementation approach will lead to the development of a service, capital, and operations plan with related costs and an identification of implementation steps.

An analysis of Light Rail Transit (LRT) will also be completed to determine the feasibility of LRT within the Central Palm Beach County Corridor.

Public Outreach

The SFRTA and MPO will host a series of public meetings and workshops at various project milestones to encourage active participation from citizens and agency representatives. Interviews with elected officials, municipal and county stakeholders will also be conducted. This outreach will provide an opportunity for stakeholders to identify issues, concerns and provide valuable feedback on the project. All input received throughout this process will help to shape the course and direction of the study as it proceeds.

A Project Advisory Committee has been established to review project deliverables and meet at various project milestones. This committee is comprised of staff from the MPO, SFRTA, Florida Department of Transportation, Palm Beach County Traffic Engineering and Palm Tran.

Schedule

The Central Palm Beach County Transportation Corridor Study began in August of 2006 and is anticipated to be complete by April 2007.

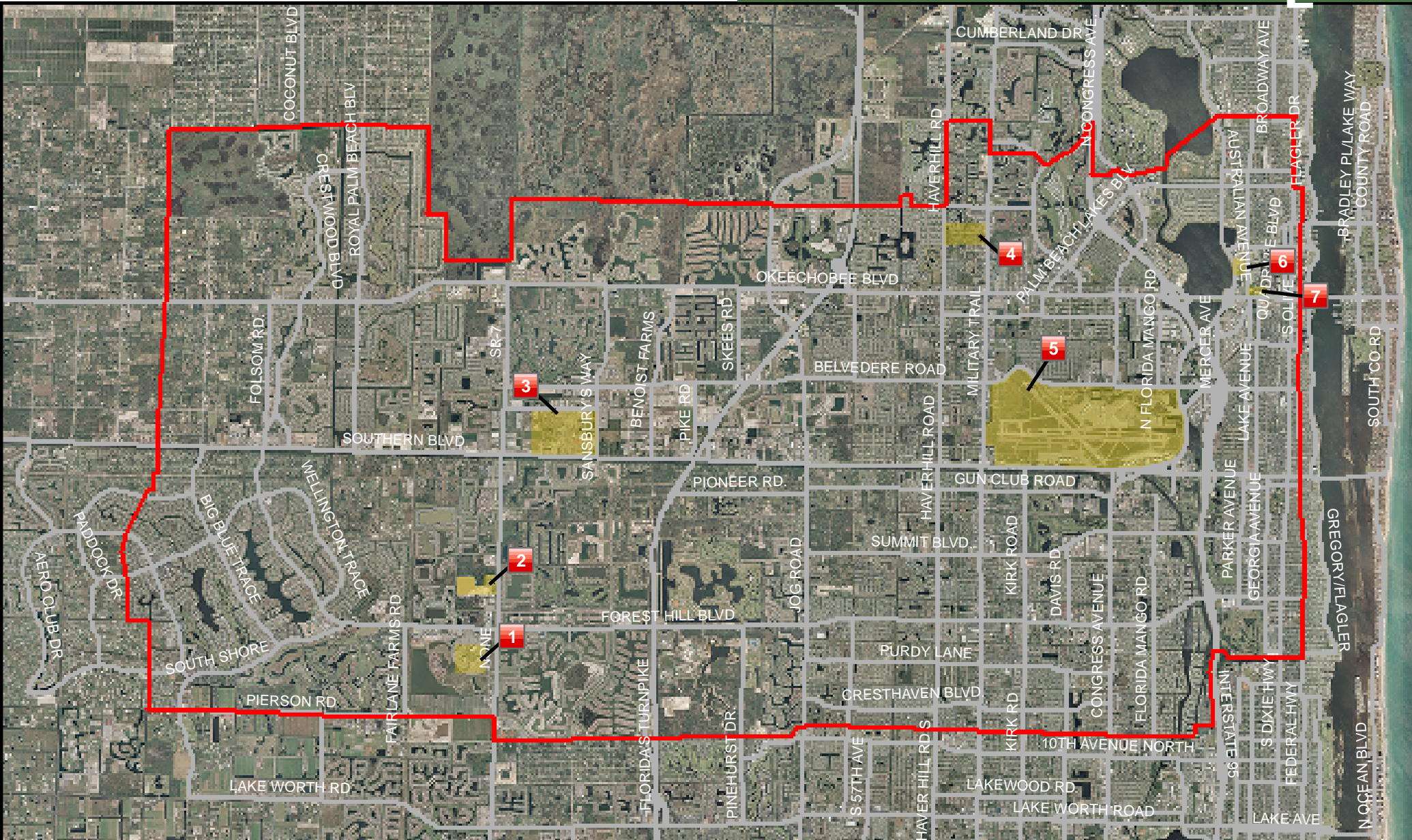


Study Area

LEGEND

- Study Area Boundary
- 1 Activity Center

- 1 Mall at Wellington Green
- 2 Wellington Regional Medical Center
- 3 South Florida Fairgrounds and Expo Center
- 4 Northwood University
- 5 Palm Beach International Airport
- 6 Tri-Rail Station
- 7 Kravis Center for the Performing Arts





Central Palm Beach County Transportation Corridor Study

South Florida Regional Transportation Authority
Board Meeting

February 23, 2007

Presented by:

Parsons Brinckerhoff



SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY



Scope Overview

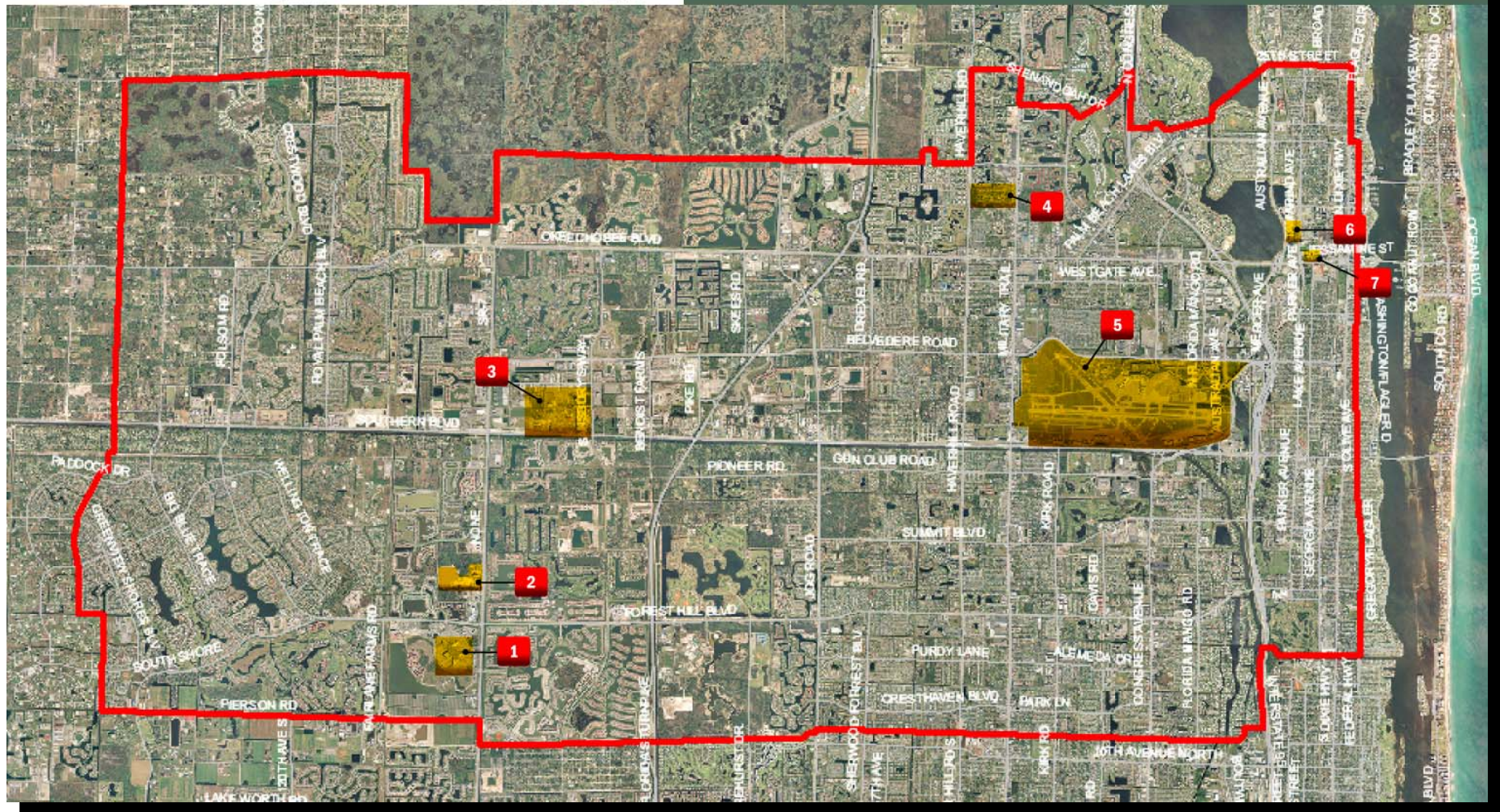
- **Purpose and Need, Existing Conditions**
- **Development of Alternatives**
 - Light Rail Transit Feasibility Analysis
 - Development of Fast Bus Service Options
- **Evaluation**
 - Ridership Estimates
 - Capital and Operating and Maintenance Cost Estimates
- **Transit Service Implementation Plan**
- **Prepare Draft and Final Study Report**





Study Area

- LEGEND
- Study Area Boundary
 - Activity Center
- 1 Mall at Wellington Green
 - 2 Wellington Regional Medical Center
 - 3 South Florida Fairgrounds and Expo Center
 - 4 Northwood University
 - 5 Palm Beach International Airport
 - 6 Tri-Rail Station
 - 7 Kravis Center for the Performing Arts





Transportation-Related Problems in the Study Corridor

- Roadway system does not have capacity to accommodate current traffic
- Limited east-west travel options for traffic
- Existing transit service is affected by traffic congestion
- Transit ridership increases indicate future need for additional capacity
- Increase of population within the western communities
- Employment centers located in eastern area of the corridor





Purpose and Need

Needs to be Addressed by the Project

- Meet growing demand for travel
- Offer alternative transportation options
- Provide higher capacity service
- Improve the competitiveness of transit
- Improve transit access and connectivity
- Improve air quality





Identified as a Priority Transportation Corridor

- 2030 Long Range Transportation Plan
- 2004-2008 Transportation Development Plan
- 2003 South Florida Regional Transit Analysis Study

Rapid Bus

- Okeechobee Boulevard – Rapid Bus

Enhanced Bus Service

- Belvedere Road
- Southern Boulevard
- Forest Hill Boulevard





Community Population 1990 - 2005

| Community | 1990 | 2000 | 2005 | Percent Change (1990-2000) | Percent Change 2000-2005) |
|------------------|--------|--------|--------|-------------------------------|------------------------------|
| Haverhill | 1,058 | 1,454 | 1,621 | 27% | 10% |
| Greenacres | 18,700 | 27,569 | 33,500 | 32% | 18% |
| Royal Palm Beach | 14,600 | 21,523 | 30,900 | 32% | 30% |
| Wellington | N/A | 38,216 | 53,600 | 29% | 29% |
| West Palm Beach | 67,600 | 82,103 | 86,804 | 21% | 5% |

Source U.S. Census





Employment – 1990-2000

| Community | 1990 | 2000 | 2030 | Percent Change (1990-2000) | Percent Change (2000-2030)* |
|------------------|--------|--------|--------|----------------------------|-----------------------------|
| Haverhill | 626 | 823 | 1,029 | 24% | 25% |
| Greenacres | 9,863 | 12,231 | 15,411 | 19% | 26% |
| Royal Palm Beach | 7,258 | 11,388 | 14,691 | 36% | 29% |
| Wellington | 10,507 | 19,145 | 26,420 | 45% | 38% |
| West Palm Beach | 35,885 | 40,040 | 54,054 | 10% | 35% |

Source: U.S. Census

*2030 Data Projections from Palm Beach County Travel Demand Model





Daily Traffic Volumes

| Primary East-West Central Corridor Connectors | | | |
|-----------------------------------------------|--------|--------|------------------|
| Roadway | 2001 | 2006 | Percent Increase |
| Okeechobee Boulevard | 55,586 | 61,586 | 11% |
| Belvedere Road | 27,400 | 32,833 | 20% |
| Southern Boulevard | 26,954 | 34,823 | 29% |
| Forest Hill Boulevard | 34,241 | 38,682 | 13% |

Source: Palm Beach County, 2006





Existing Palm Tran Bus Service

- Route 40 connects Wellington Green to Tri-Rail, Downtown via SR 7, Southern
- Route 43 connects via SR 7, Okeechobee (with several diversions)
- Route 44 extends west on Okeechobee as far as Lake Park Center
- Route 46 serves Forest Hill Blvd





Palm Tran Bus Service and Ridership Growth

| ROUTE | TIME OF DAY | FREQUENCY (min) | HOURS OF SERVICE | 2002 Monthly Ridership | 2006 Monthly Ridership (10/05-06/06) | Percentage Change 2002- 2006 | Percent Total of System (%) |
|-------|------------------|--------------------|-----------------------|---------------------------|--------------------------------------------|------------------------------------|-----------------------------------|
| 40 | Weekday Peak | 30 | M-F: 5:40am - 9:44pm | 13,320 | 21,400 | 61% | 3% |
| | Weekday Off-peak | 60 | | | | | |
| | Saturday | 60 | Sat: 7:46am - 9:55pm | | | | |
| | Sunday | 60 | Sun: 9:15am - 7:00pm | | | | |
| 43 | Weekday Peak | 30 | M-F: 5:35am - 10:05pm | 30,140 | 48,930 | 62% | 6% |
| | Weekday Off-peak | 30 | | | | | |
| | Saturday | 60 | Sat: 7:35am - 9:05pm | | | | |
| | Sunday | 60 | Sun: 8:50am - 6:05pm | | | | |
| 44 | Weekday Peak | 60 | M-F: 5:45am - 7:25pm | 7,150 | 10,150 | 42% | 1% |
| | Weekday Off-peak | 60 | | | | | |
| | Saturday | 60 | Sat: 6:45am - 7:03pm | | | | |
| | Sunday | 60 | Sun: 8:45am - 4:35pm | | | | |
| 46 | Weekday Peak | 30 | M-F: 6:05am - 7:05pm | 15,380 | 16,970 | 10% | 2% |
| | Weekday Off-peak | 30 | | | | | |
| | Saturday | 60 | Sat: 7:10am - 7:00pm | | | | |
| | Sunday | 60 | Sun: 9:10am - 5:00pm | | | | |





Development of Transit Service Improvements





Preliminary Light Rail Transit Feasibility Evaluation

- Presence of supportive land use development
- Population and employment densities
- Travel demand and market
- Operational requirements
- Estimated financial commitment
- Comparison of other communities that now operate Light Rail





Development of Fast Bus Transit Service Improvements and Costs

Capital Improvements

- Vehicle Type
- Station Infrastructure and Amenities
- Automated Systems

Operational Improvements

- Frequent Service
- Integrate Fare Collection
- Reduce Station Dwell Times





Project Milestone Schedule

- **Initial Public Meetings** (October 2006)
- Purpose & Need, Existing Conditions (November 2006)
- Development of Service Options (January 2006)
- **Second Round of Public Meetings** (February 2007)
- Transit Service Implementation Plan (March 2007)
- **Final Public Meetings** (April 2007)
- Final Study Report (April 2007)



EXHIBITS ATTACHED: Exhibit-I – SFRTA Strategic Regional Transit Plan Fact Sheet
Exhibit-II – Presentation

UPDATE ON PROGRESS OF SFRTA STRATEGIC REGIONAL TRANSIT PLAN

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The Strategic Regional Transit Plan is seen as a logical step in the evolution of the SFRTA. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services. Tied to SFRTA's mission and goals, the objectives listed below were developed as part of the Strategic Regional Transit Plan effort.

The goal of the Strategic Regional Transit Plan is to think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability and quality of life in the South Florida region for the next generation.

The objectives of the Strategic Regional Transit Plan are to:

1. Identify key regional transit corridors and infrastructure needs
2. Define regional transit investment strategies
3. Positively impact future development patterns in the region
4. Assess the region's current and future trends
5. Identify a safe and cost-effective regional transit system
6. Define SFRTA's role in the development, funding and operations of regional transit services

The SFRTA Strategic Regional Transit Plan is scheduled for completion in mid-2007. Updates will be provided periodically at SFRTA Governing Board meetings until then. Partner agencies will continue to be involved via monthly updates at SFRTA Planning Technical Advisory Committee (PTAC) meetings.

It is hoped that projects recommended as part of the final Strategic Regional Transit Plan document will be included in future versions of the SFRTA Transit Development Plan (TDP). The TDP is updated annually, and includes projects to be pursued by SFRTA in the next 5 to 10 years.

UPDATE ON PROGRESS OF SFRTA STRATEGIC REGIONAL TRANSIT PLAN

Recommended by: Jack Stephens 2/14/07 Approved by: N/A
Department Director Date Contracts Director Date

Authorized by: Joe G. Smith 2/14/07 Approved as to Form by: _____
Executive Director Date General Counsel Date

Page 3

AGENDA ITEM NO. 1-3.

UPDATE ON PROGRESS OF SERTA STRATEGIC REGIONAL TRANSIT PLAN

Recommended by: _____
Department Director Date

Authorized by: _____
Executive Director Date

Approved by: _____
Contracts Director Date

Approved as to Form by:  2/12/07
General Counsel Date



**SOUTH FLORIDA
REGIONAL
TRANSPORTATION
AUTHORITY**

South Florida Regional Transit Authority

800 NW 33rd Street, Suite 100
Pompano Beach, FL 33064

December 2006

The South Florida Regional Transportation Authority (SFRTA) was created on July 1, 2003, with a vision to provide greater mobility in South Florida, thereby improving the economic viability and quality of life of the community, region and state. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services.

Strategic Regional Transit Plan

South Florida faces complex and diverse transportation, land use, economic, and development issues, now, and in the future. These issues include increasing road congestion and mobility problems stemming from continuing and rapid growth, an essentially suburban pattern of land use and development and a deficiency of cross-county mobility choices. Transit is a critical element of South Florida's regional transportation future and key to promoting economic development and access to jobs, alleviating the congestion that threatens our region with gridlock, and mitigating the isolation of the transportation disadvantaged.

Although many county-based projects are underway, the SFRTA is the only transit service provider mandated by the Florida Legislature to implement regional service for South Florida; it is also the only existing service to be included on the FDOT Strategic Intermodal System. Now that the SFRTA has opened double-track service on the existing commuter rail system, the SFRTA can focus on the region's future and develop strategies for the allocation of scarce resources to accomplish the goals and objectives of the agency.



The **Goal** of the Strategic Regional Transit Plan is to:

Think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability, and quality of life in the South Florida region for the next generation.

The **Objectives** of the Strategic Regional Transit Plan are to:

1. Identify key regional transit corridors and infrastructure needs
2. Define regional transit investment strategies
3. Positively impact future development patterns in the region
4. Assess the region's current and future trends
5. Identify a safe and cost-effective regional transit system
6. Define SFRTA's role in the development, funding and operations of regional transit services

Lead Agency:

South Florida Regional Transit Authority

Resource Agencies:

Local Transit Service Providers and
Transportation Planning Agencies

Project Contacts:

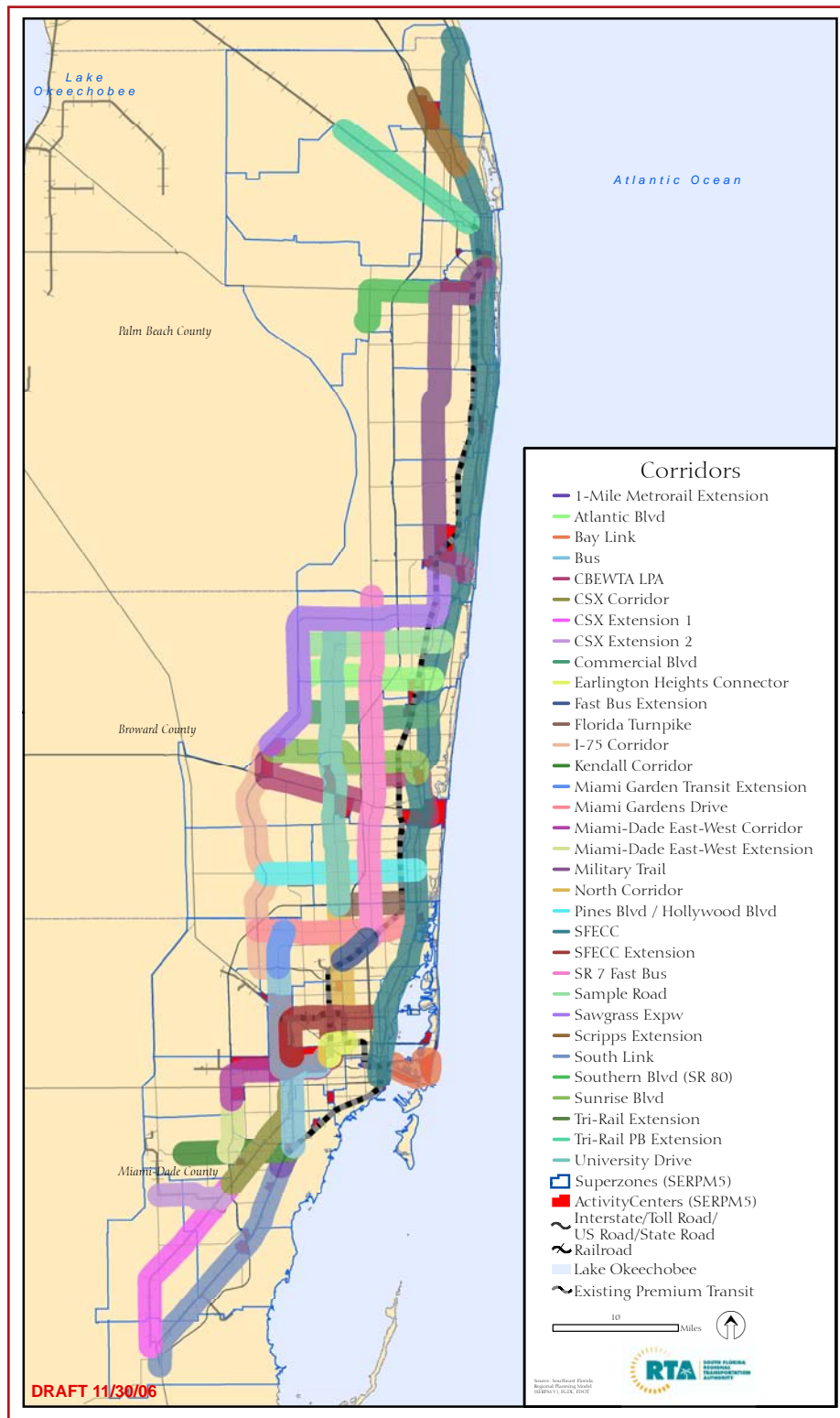
Joseph Quinty, AICP
South Florida RTA
(954) 788-7928
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Reed Everett-Lee, PhD, AICP
Carter & Burgess, Inc.
(954) 315-1025
reed.everett-lee.com



Regional Relationships

The intent of this study is to objectively define travel patterns and transit deficiencies over the three county region by focusing on large-scale projects that involve multiple local transit service providers or projects that provide regional benefits. Through standardized quantitative and qualitative analyses, the SFRTA will be able to evaluate potential regional connections as they relate to a regional network. In some cases, this effort will validate other plans as having regional significance; in other cases, it may reveal new regional connections not previously identified in other plans.



The participation and interest of other transportation and regional planning agencies is expected to generate diverse perspectives on regional transit demand and projects. The



SFRTA will engage its partners through periodic personal briefings, in addition to public presentations at SFRTA Planning Technical Advisory Committee meetings.

Analysis of Regional Connections

For this study, the SFRTA will focus on connections that are interjurisdictional, serve regional activity centers, cover a significant distance, connect to existing premium transit services, and/or connect to existing intermodal centers. Initial corridors to be tested were further defined by examining large-scale travel demand flows using the Southeast Florida Regional Planning Model V, future population and employment densities, and availability of rights-of-way.

Over the next few months, the SFRTA will solidify the study performance standards and test each potential corridor. High opportunity corridors that emerge from the initial testing will be refined and analyzed for sensitivity to operating characteristics, changes in development patterns, and cost effectiveness. The resultant proposed regional network will then be prioritized, with an emphasis on what projects may be advanced and implemented by the SFRTA.



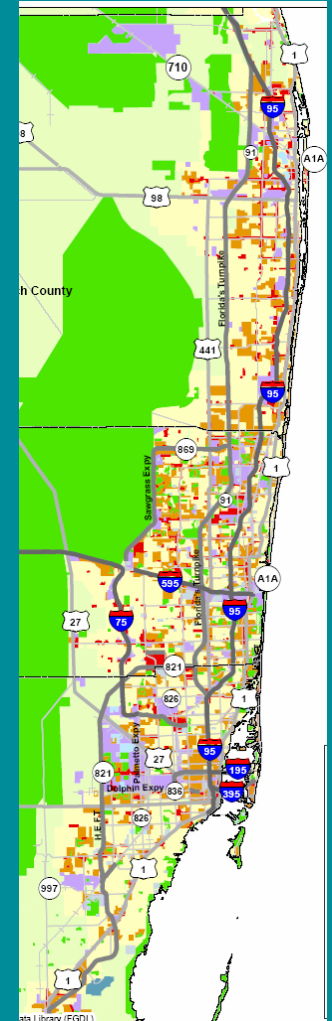
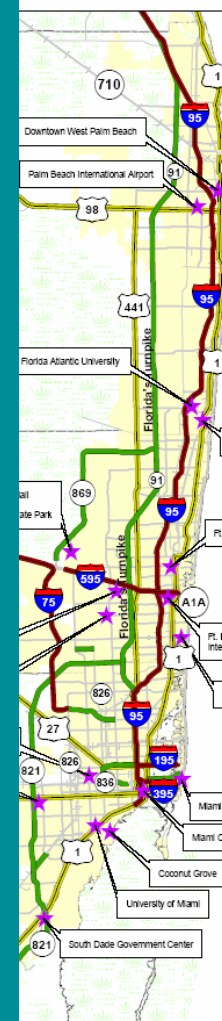


South Florida RTA Strategic Regional Transit Plan

*SFRTA Board of Directors
February 23, 2007*



-
- This map shows the Miami metropolitan area and its surrounding regions. Major highways are highlighted in red, including I-95, I-595, I-195, and SR 112. The map also shows the locations of various cities and towns, such as Miami, Fort Lauderdale, and Broward County. The map is oriented with North at the top.



Goal of the Strategic Regional Transit Plan



Think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability and quality of life in the South Florida region for the next generation.

Objectives of the Strategic Regional Transit Plan



- *Identify key regional transit corridors and infrastructure needs*
- *Define regional transit investment strategies*
- *Positively impact future development patterns in the region*
- *Assess the region's current and future trends*
- *Identify a safe and cost-effective regional transit system*
- *Define SFRTA's role in the development, funding and operations of regional transit services*



Key Tasks

- *Understand institutional roles and plans of partner agencies*
- *Define “regional trip” for purposes of project planning and prioritization*
- *Characterize key travel demand trip flows and market trends*
- *Define and evaluate high opportunity connections/corridors*
- *Test feasible operating plans and estimate potential ridership*
- *Calculate initial costs for implementation and operation*

Criteria for Regional Projects



- *Projects would not have to meet all criteria*
- *Priorities could be determined by how many criteria are met*
- *Standards or weights for criteria would be set after some technical work*
- *Criteria and Standards would be tested and refined using locally proposed projects*

Criteria for Regional Projects



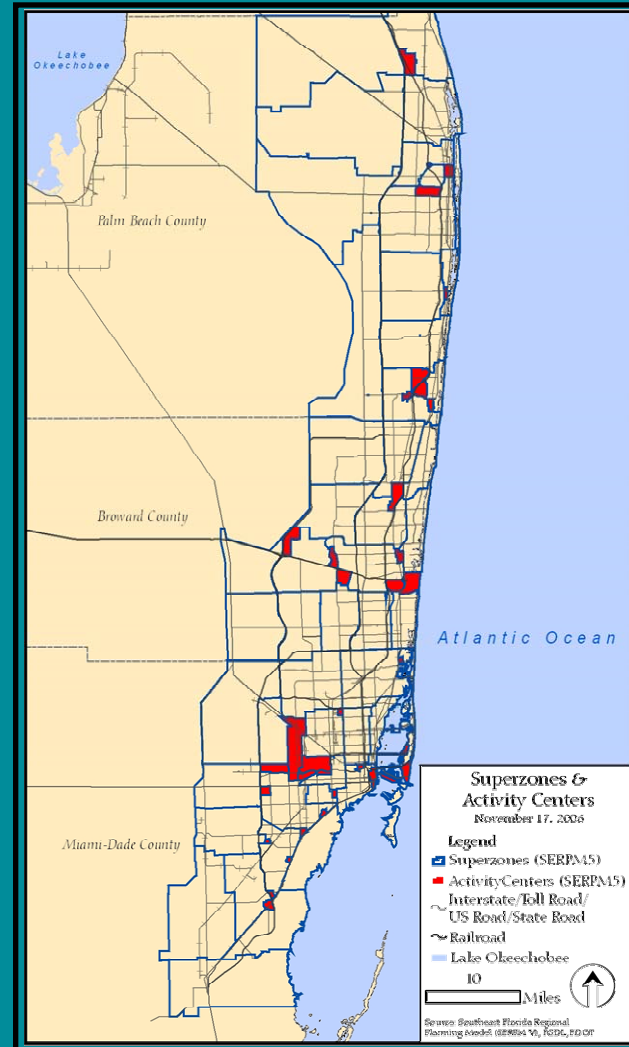
- *Interjurisdictional*
- *Serves Regional Activity Centers (RACs)*
- *Trip Length (Distance)*
- *Connects to existing premium transit service*
- *Provides Intermodal Connection*
- *Ridership and Cost Effectiveness*

Data Examined



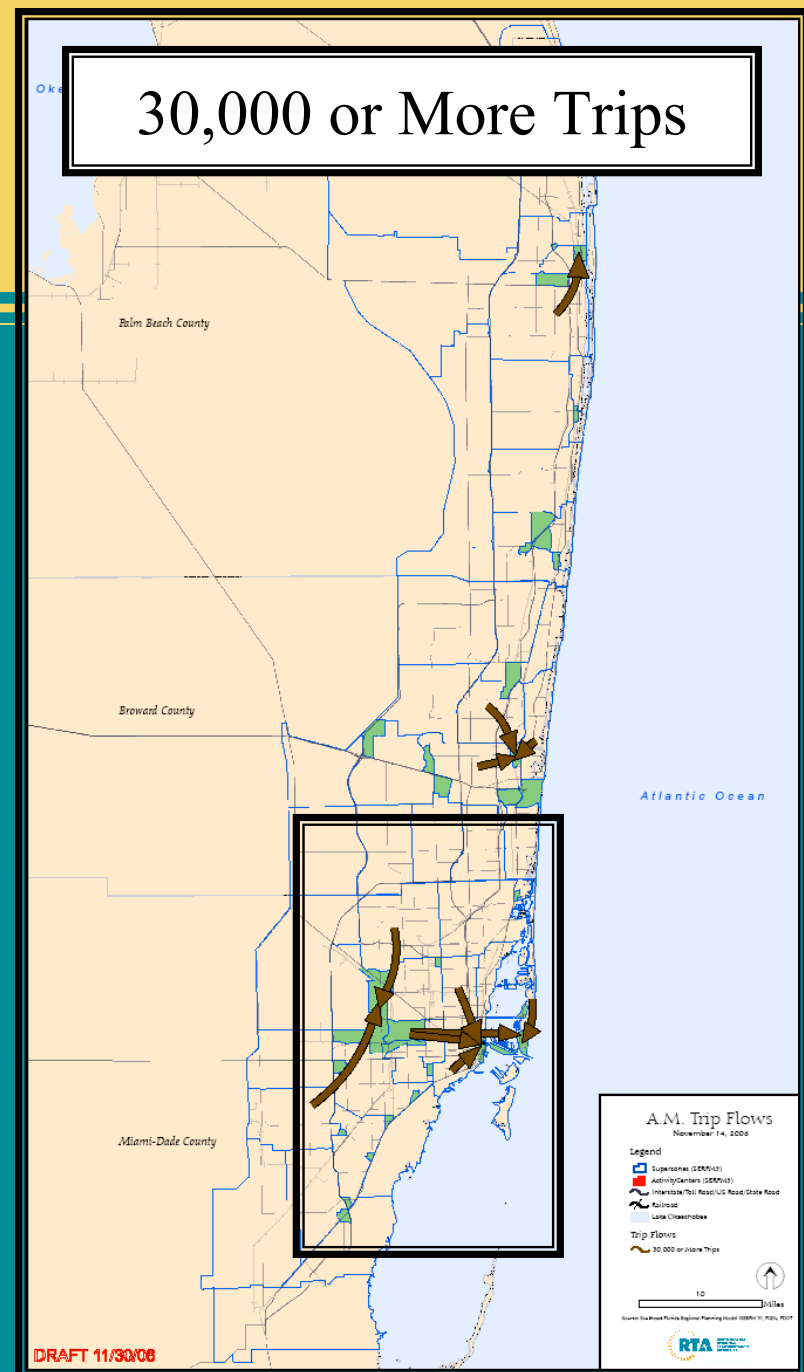
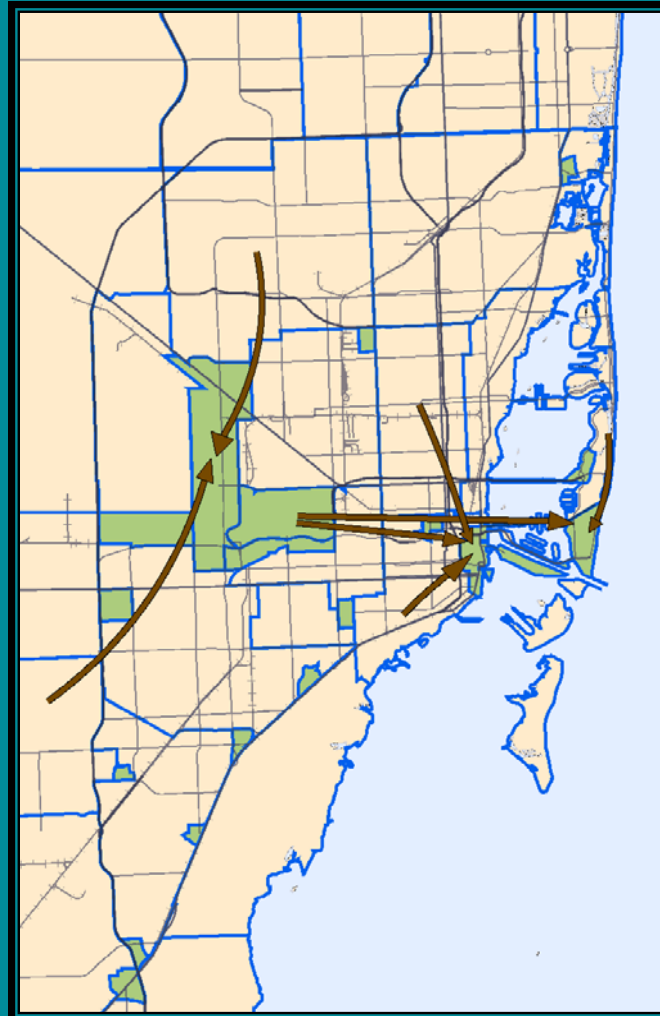
- *Population and Employment Densities*
- *Comprehensive Plan Activity Centers*
- *Existing Transit Routes*
- *Regional Transit Plans*
- *Indicators of Transit Dependency*
- *Indicators of Transit Propensity*

Regional Activity Centers and Superzones



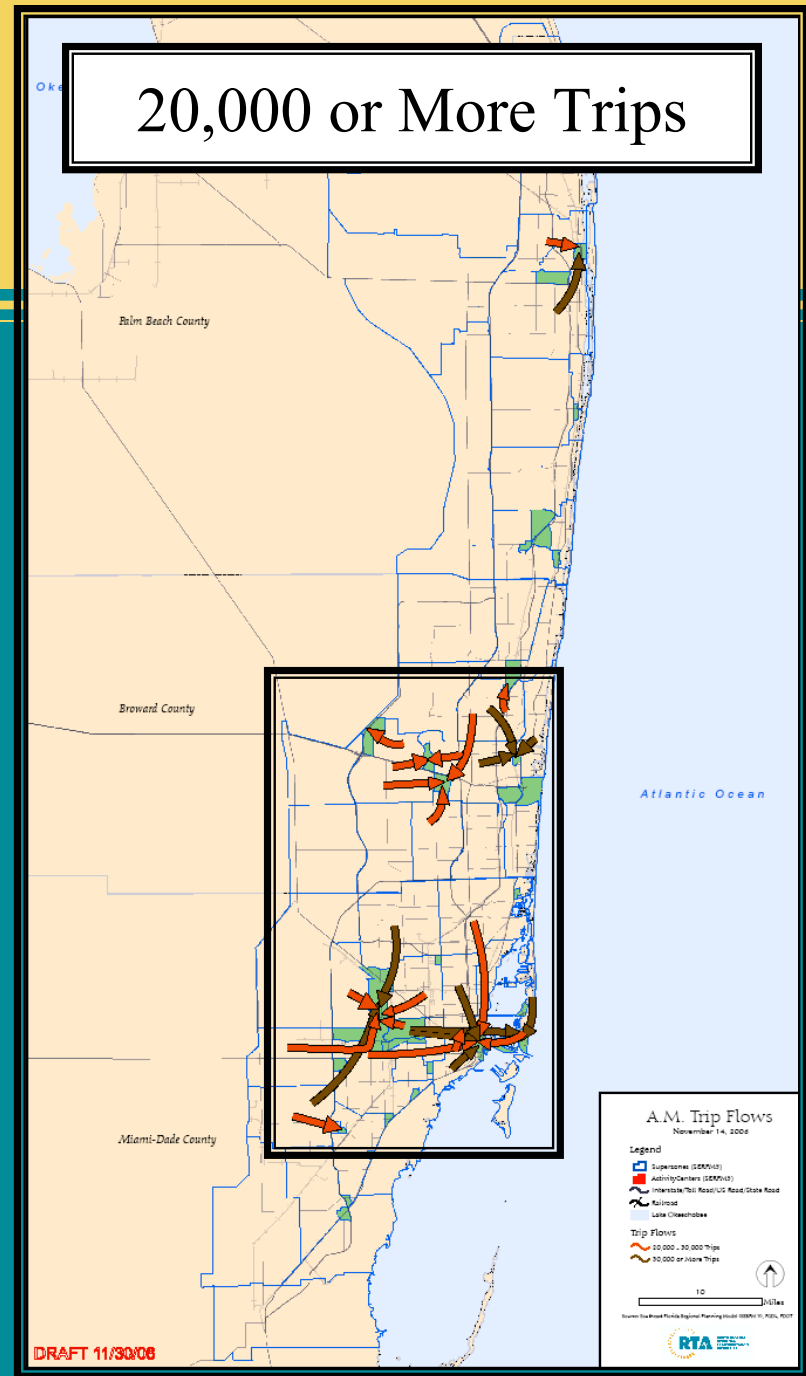
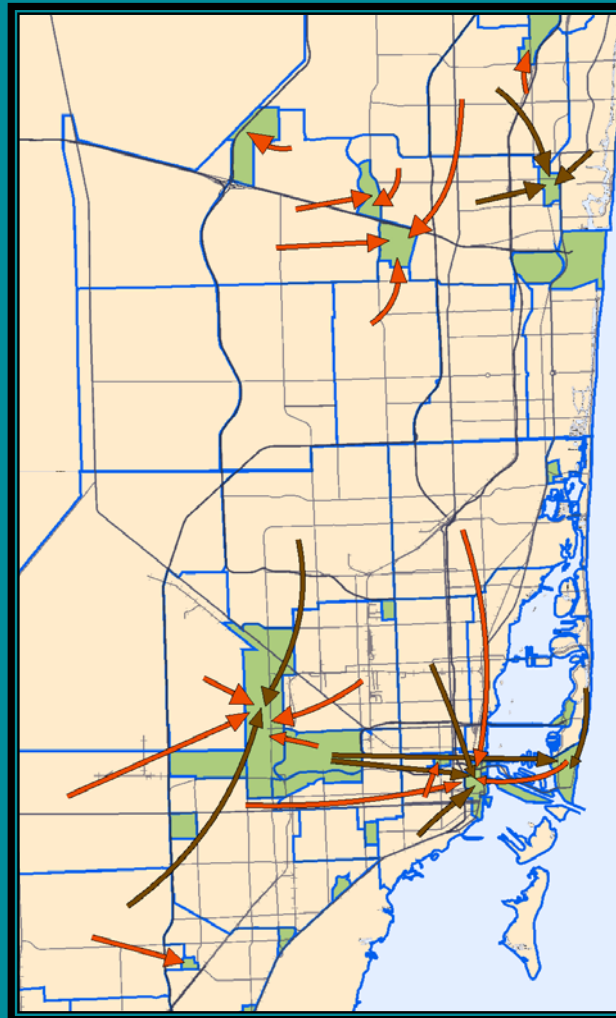


Key Regional Trip Flows



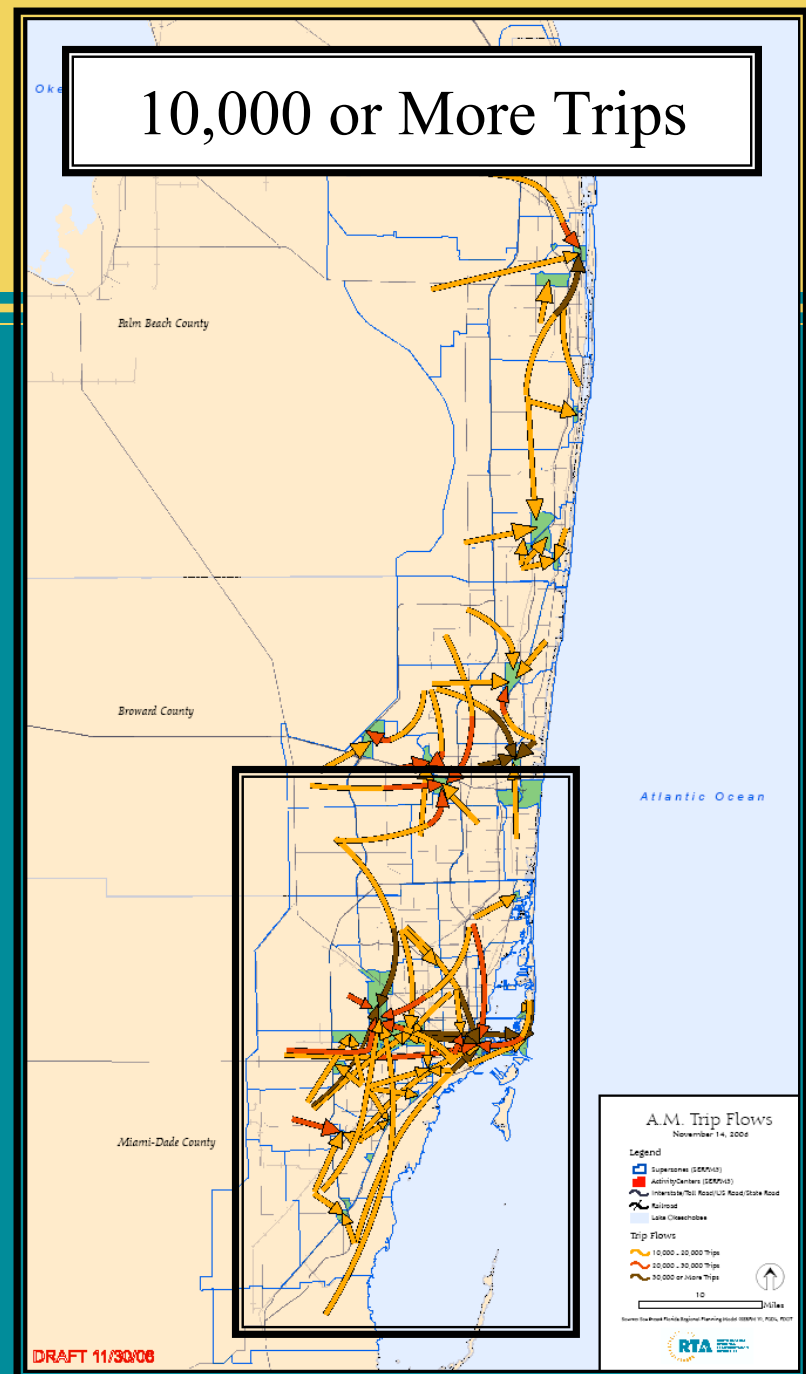


Key Regional Trip Flows



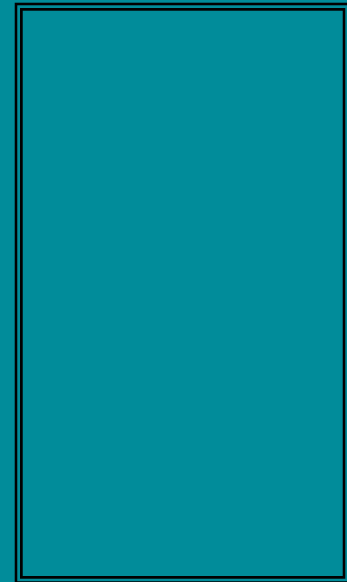


Key Regional Trip Flows





Corridors to be Analyzed



Partner Agencies and Involvement



AGENCIES

- *Broward County MPO*
- *Broward County Transit*
- *FDOT District Four*
- *FDOT District Six*
- *Miami-Dade MPO*
- *Miami-Dade Transit*
- *Palm Beach MPO*
- *PalmTran*
- *Treasure Coast RPC*
- *South Florida RPC*

OPPORTUNITIES FOR INVOLVEMENT

- *Partner Agency Briefings:
December 2006*
- *PTAC Presentations:
August 2006
September 2006
February 2007
April 2007*

Next Steps



- *Evaluate all corridors - - Winter 2007*
 - *Ridership Potential*
 - *Cost Effectiveness*
 - *Service to Community Assets*
 - *Connections to existing premium transit investments*
- *Identify high opportunity corridors - - Winter 2007*
 - *Confirm Field Conditions*
 - *Refine Service Characteristics*
 - *Revise inputs to travel demand model*
- *Revise travel demand estimates*
 - *Comparative Analysis of competing corridors*
 - *Land Use Sensitivity Analysis*
- *Select priority corridors*
 - *Calculate initial costs for implementation and operation*



Engineering & Construction Executive Summaries January 2007

Segment 5 Construction, January 2007

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

The Contractor is currently working toward Project Final Acceptance. *In January, all final touchup painting at stations was completed. The rehab of the C-11 Canal Bridge and upgrading of the existing siding track to mainline track is scheduled to be completed in February 2007 under a Change Order to the NRB Project.*

New River Bridge Construction, January 2007

Substantial Completion for the New River Bridge was achieved on November 27, 2006. All associated trackwork for the bridge is now being constructed.

At the north end of the New River Bridge, a #20 turnout and associated track realignment was completed this month, along with construction of new track at the south end of the bridge which will eventually be tied into the existing mainline track. Also this month, the first lift of ballast was placed on the two new tracks (ML1 & ML2), which was constructed over the bridge in December. All track and signal work is currently scheduled to be complete by the end of March.

**Segment 5 Project Status
Executive Summary for January 2007**

CONSTRUCTION

All Segment 5 Double Track areas are now in service – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Final Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Final Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Hollywood and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

Bridges - Total number: 24 bridges at 12 water crossings (11 new, 13 replacement and/or rehabilitation).

- All 11 New bridges are complete including punchlist items.
- Demo & Replace bridges: four are complete - WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2); one is deleted from project scope - Dania Cut-Off C-11 (ML2).
- 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1)
- The last bridge to be rehabilitated is the Dania Cut-Off C-11 (ML2). This work is being completed under the New River Bridge Contract and will be completed by *the end of February 2007*.

Earthwork

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

Grade Crossings - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete; 30 of 31 upgrade crossings have the civil work and signal work complete including punchlist items. NW 36th Street crossing still needs exit gate arms installed but will not be installed under Segment 5 Contract due to modifications needed due to a signal bridge installed last year after Hurricane Wilma. This work is scheduled to be completed by CSXT in early 2007.

I-95 Sound Barrier Walls (1-7)

- Sound Walls 1-7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

Signals

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

Stations, Layover Facility, and Operations Center

- Construction complete *including punchlist items*: Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Sheridan Street, Hollywood, Mangonia Park, West Palm Beach and Metrorail Stations.
- All outstanding issues completed at the West Palm Beach Operations and Layover Facilities and both facilities are in use by SFRTA Operations Staff.

Trackwork

- Trackwork is completed in Work Areas 1 – 12. *All punch list items are completed.*

Passenger Information System (PIS)

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation was completed in May 2006.

**New River Bridge Project
Executive Summary for January 2007**

CONSTRUCTION PROGRESS: Bridge is substantially completed

All forty drilled shafts with corresponding CSL tests, pier caps, and thirty-eight columns and two end bents have been completed.

Main span steel erection was completed in December.

All decks have been completed and waterproofed. North and south approach slabs are complete. Waterproofing membrane and protective asphaltic boards were placed across the main span (span 15) and are complete inspected and accepted.

At the northern end of the Project, the precast curb panels on the east side of the T-Wall and the precast barrier walls on the west side of the T-Wall are 100% complete. Installation of Wall "A" is 100% complete. The berms, drainage, sodding and seeding work for the entire Project is 100% complete. The drain connectors were installed by Herzog (track contractor).

WGI, with participation by FDOT and the PMC has signed off on all punch list items.

PERMITS: All SFRTA/Tri-Rail permits acquired

All environmental permits have been obtained (this includes the United States Coast Guard (USCG) Bridge Permit).

CONTRACT ADMINISTRATION: 45 Change Orders executed to date

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 47 Change Notices and executed 46 Change Orders.

Claims - To date, WGI has issued no claims and 14 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; negotiated a settlement on RFC 10 denied RFCs No. 3, 4, 5, 11, and is reviewing RFCs 6, 12, 13 and 14. WGI has cancelled RFC No. 8.

PROJECT CONTROLS: Schedule Update 31NR

Schedule Control - Schedule Update 31NR (data date of November 30, 2006) with a November 27, 2006 forecasted Substantial Completion date was accepted with comments by SFRTA/PMC. Schedule Update 32NR is currently under review.

SFRTA/FDOT has negotiated a time extension of 111 days pertaining to the Bascule Bridge delays (CO#43), however, the cost negotiations are currently on-going.

WGI Cost Control - WGI's Payment Application No. 36 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 1, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during November 2006. As of November 30, 2006, WGI has expended \$60,314,067.29 (94.35%) of the contract price (\$63,920,217.14). The current contract substantial completion date is November 27, 2006, which yields 1,239 days of the Contract duration.

WGI's Payment Application No. 37 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 15, 2006. This application was the release of \$1,781,812.17 of retention.

The PMC has expended \$5,036,285.61 (84.24%) of the PMC budget (\$5,992,075.06) and 1,460 days (88.71%) of the 1,612 days Contract duration through November 30, 2006.

TECHNICAL SERVICES:

Technical Services reviewed WGI's Daily Construction Reports and monthly deliverables received this reporting period.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
February 23, 2007

JANUARY RIDERSHIP

Total monthly ridership for January has increased 38.9 % when compared to January of last year. Weekday ridership has risen at the rate of 33.8% for January, while the average weekday ridership in January 2007 was 9,873 per day versus 9,221 per day for 2006. Total weekend ridership has increased by 7.0% when compared to last year. Total Fiscal Year ridership is up by 40.1%.

Revenue is shown in Chart 3. Chart 2 shows rider ship month-to-month and Chart 1 combines revenue and rider ship month-to-month.

| <u>Riders</u> | Actual January 2007 | Actual January 2006 | January '07 vs. '06 % | FY 07 Rider ship To Date | FY 06 Rider ship To Date | FYTD '07 vs. '06 % |
|---------------|---------------------------|---------------------------|-----------------------------|--------------------------------|--------------------------------|--------------------------|
| M-F | 255,304 | 183,825 | 38.9% | 1,674,757 | 1,181,176 | 41.8% |
| Saturday | 19,115 | 20,656 | -7.5% | 141,678 | 107,909 | 31.3% |
| Sunday | 17,134 | 12,537 | 36.7% | 119,042 | 84,709 | 40.5% |
| Holidays | 3,242 | 3,691 | -12.2% | 14,970 | 18,260 | -18.0% |
| | 294,795 | 220,709 | 33.6% | 1,950,447 | 1,392,054 | 40.1% |

Note: Rider ship figures are based on daily reports from Herzog.

Chart 1 - SFRTA Riders and Revenue Trends

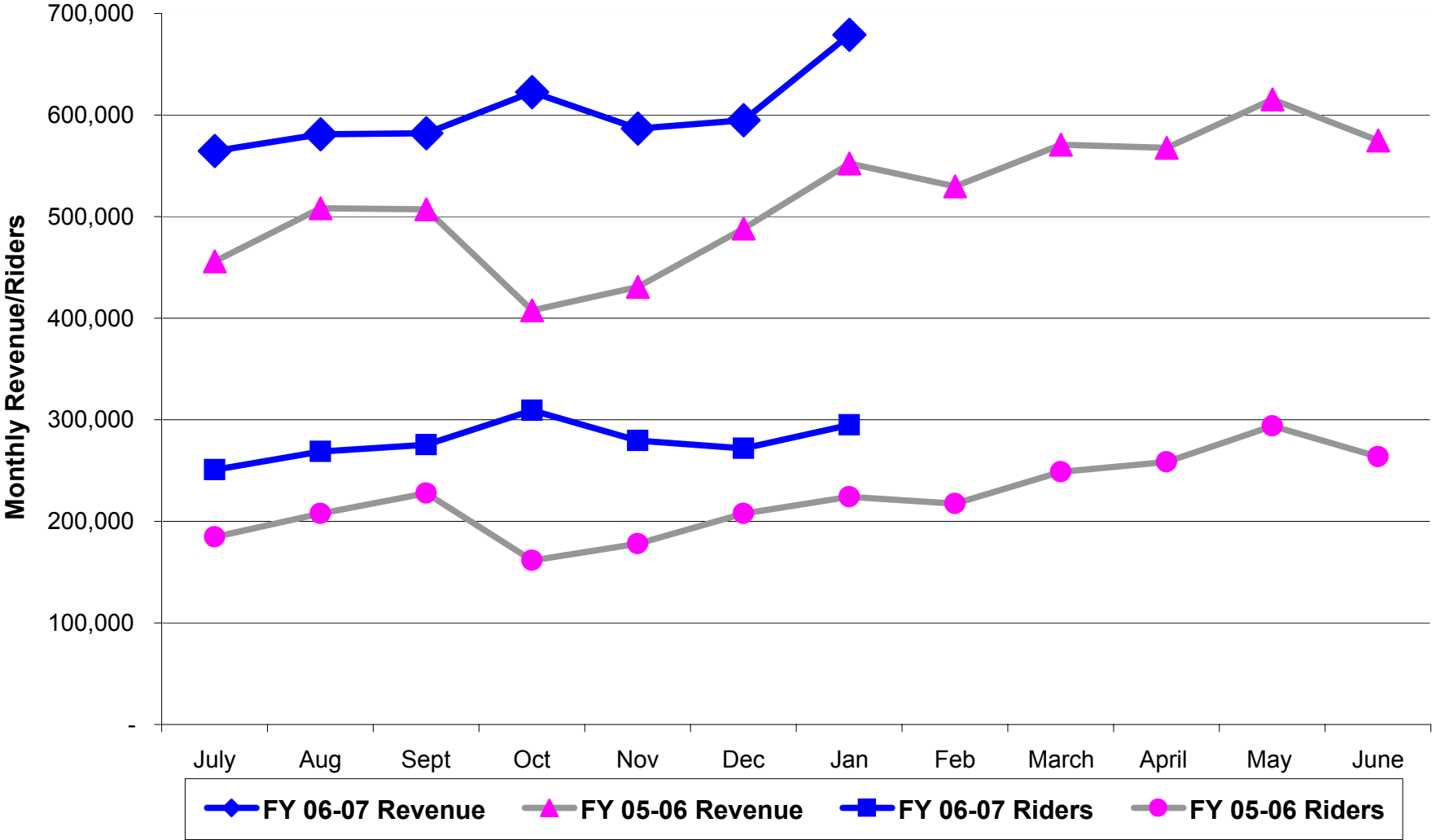


Chart 2 - SFRTA Riders

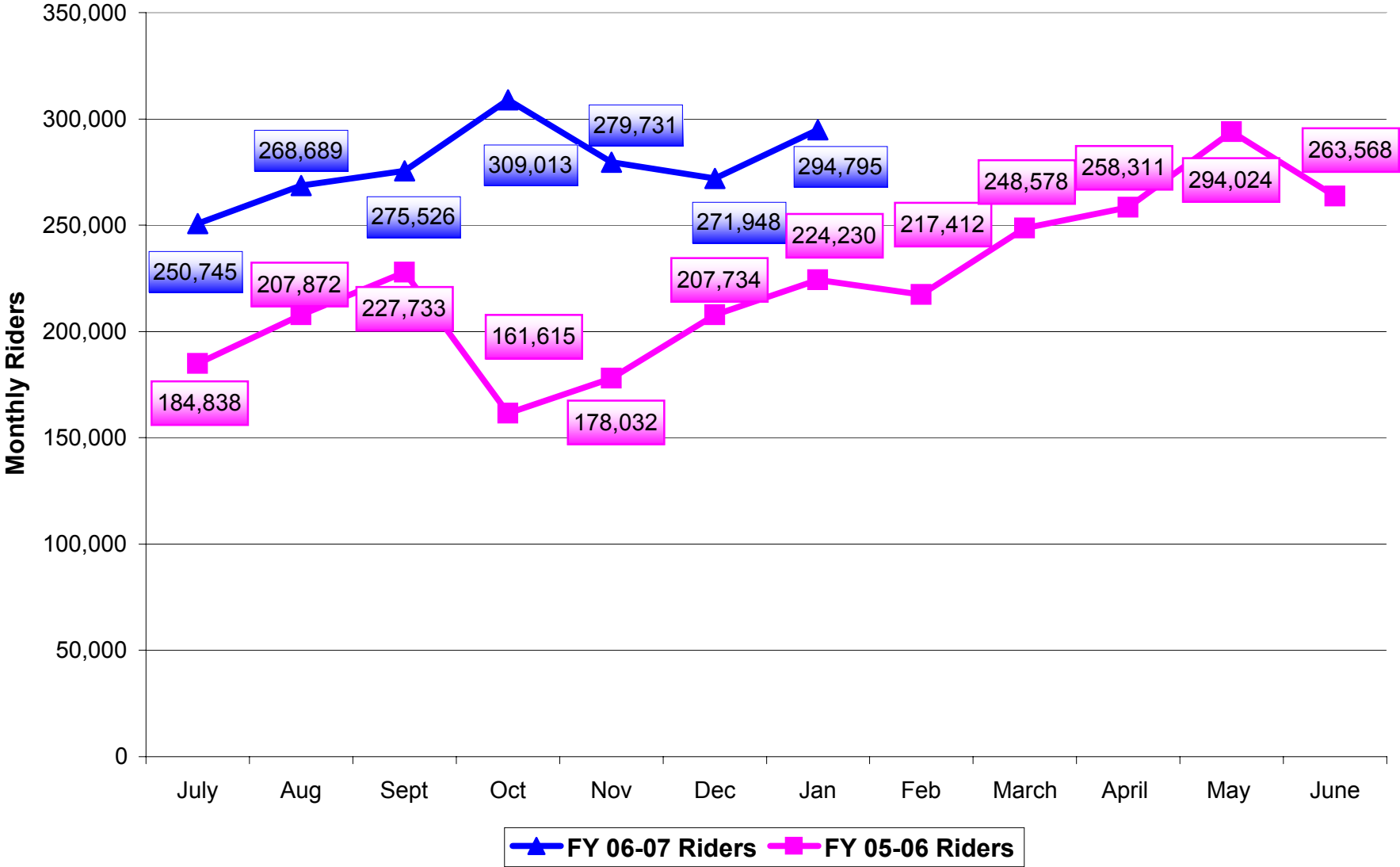
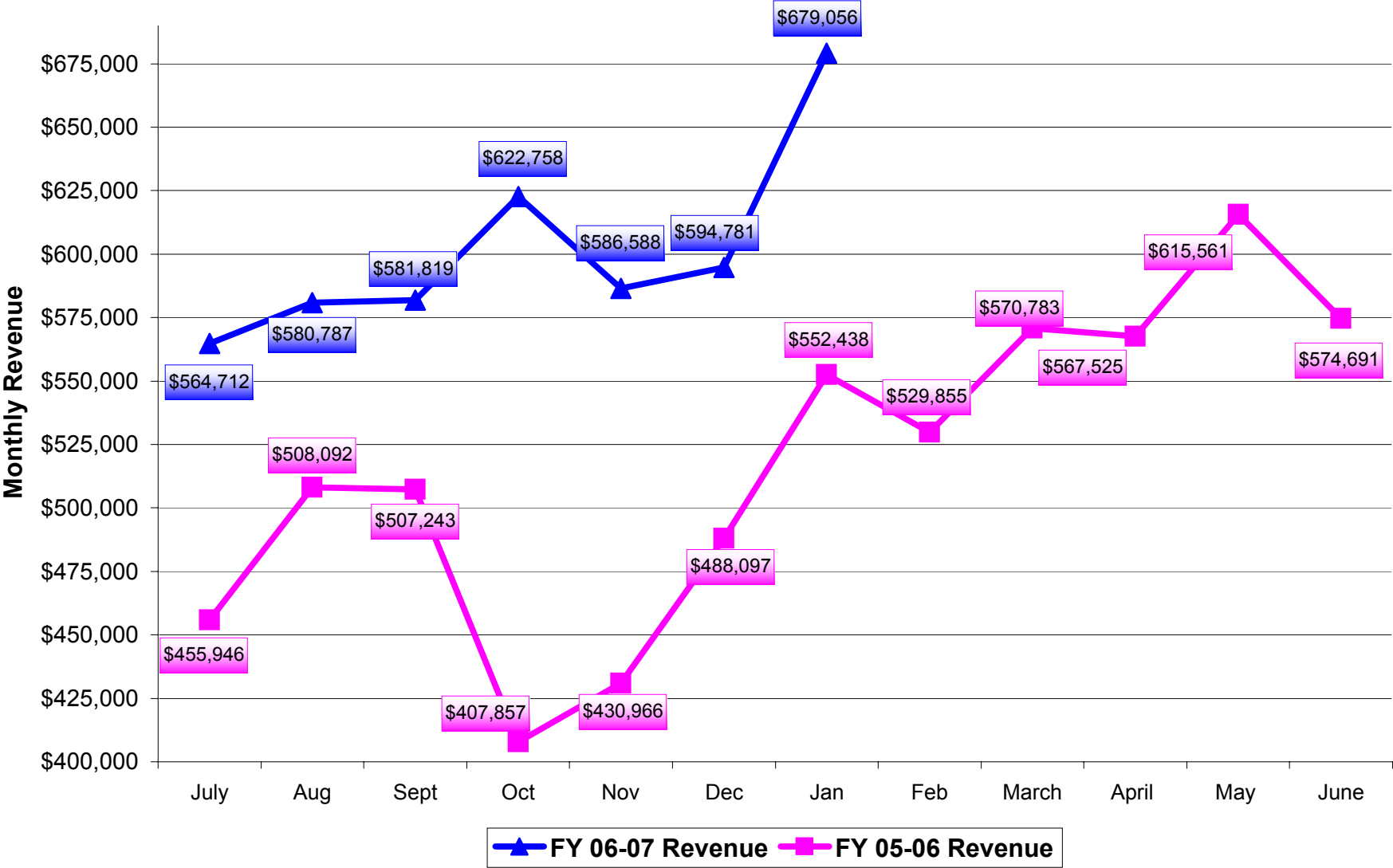


Chart 3 - SFRTA Revenue





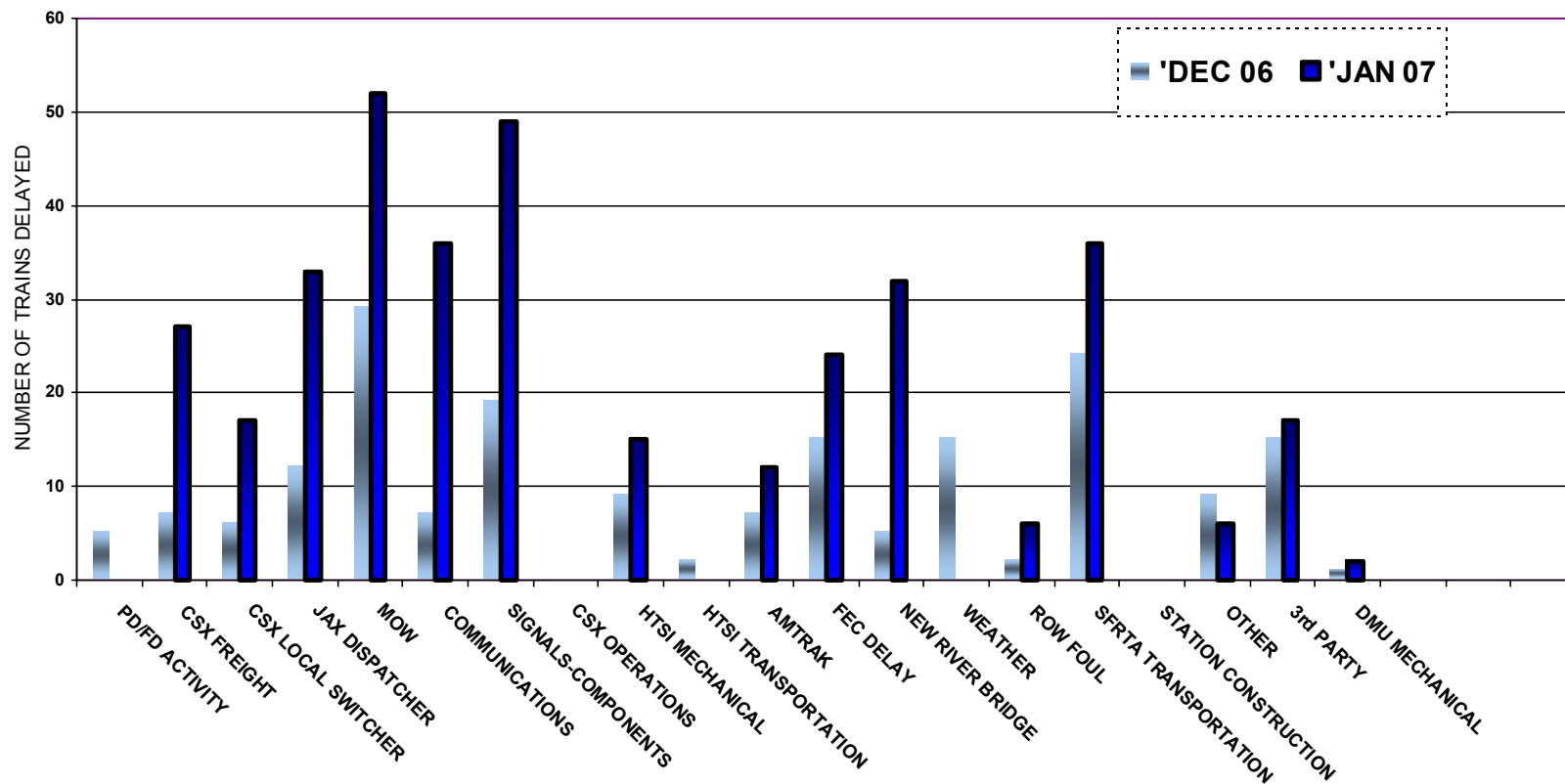
JANUARY 2007 ON TIME PERFORMANCE

Causal Analysis Summary

| | | | |
|-------------------------------|----------------------------|------------------------------|--------------------------------|
| OTP End To End | | | 64.1% |
| OTP Station To Station | | | 61.1% |
| | NUMBER OF INCIDENTS | NUMBER OF LATE TRAINS | PERCENT OF TOTAL TRAINS |
| DELAY CAUSES | | | |
| PD/FD Activity | 0 | 0 | 0.0% |
| SUB-TOTAL | 0 | 0 | 0.0% |
| | | | |
| CSX AGREEMENT | | | |
| CSX FRIEIGHT | 16 | 27 | 2.7% |
| LOCAL SWITCHER | 11 | 17 | 1.7% |
| JAX DISPATCHER | 13 | 33 | 3.3% |
| MOW | 16 | 52 | 5.1% |
| SUB-TOTAL | 56 | 129 | 12.7% |
| | | | |
| OUTSIDE CSX | | | |
| COMMUNICATIONS | 5 | 36 | 3.6% |
| SIGNALS-COMP. | 15 | 49 | 4.8% |
| CSX OPERATIONS | 0 | 0 | 0.0% |
| SUB-TOTAL | 20 | 85 | 8.4% |
| | | | |
| HTSI MECHANICAL | 10 | 15 | 1.5% |
| HTSI TRANSPORTATION | 0 | 0 | 0.0% |
| AMTRAK | 8 | 12 | 1.2% |
| FEC DELAY | 11 | 24 | 2.4% |
| NEW RIVER BRIDGE | 11 | 32 | 3.2% |
| WEATHER | 0 | 0 | 0.0% |
| ROW FOUL | 1 | 6 | 0.6% |
| SFRTA TRANSPORTATION | 22 | 36 | 3.6% |
| STATION CONSTRUCTION | 0 | 0 | 0.0% |
| OTHER | 6 | 6 | 0.6% |
| 3rd Party | 9 | 17 | 1.7% |
| DMU Mechanical | 2 | 2 | 0.2% |
| SUB-TOTAL | 80 | 150 | 14.8% |
| | | | |
| TRAINS DELAYED | | 364 | 35.9% |
| TRAINS ON TIME | | 650 | 64.1% |
| TOTAL | | 1014 | 100.0% |

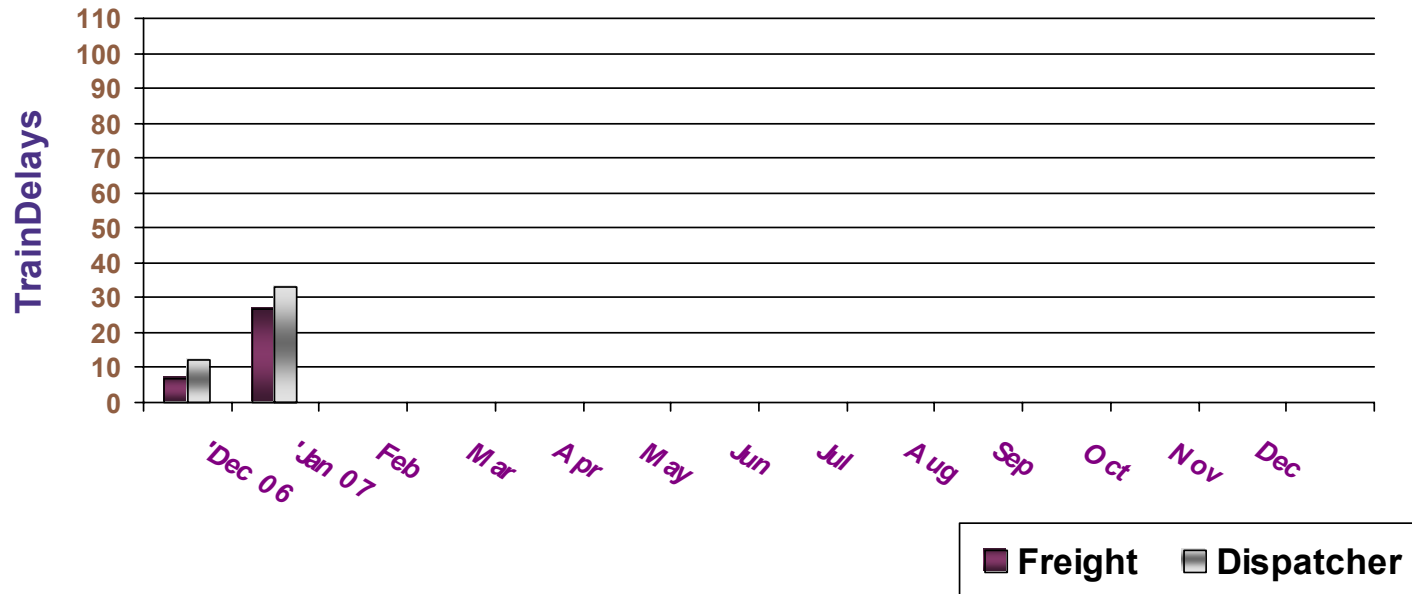


TRAIN DELAYS 2007



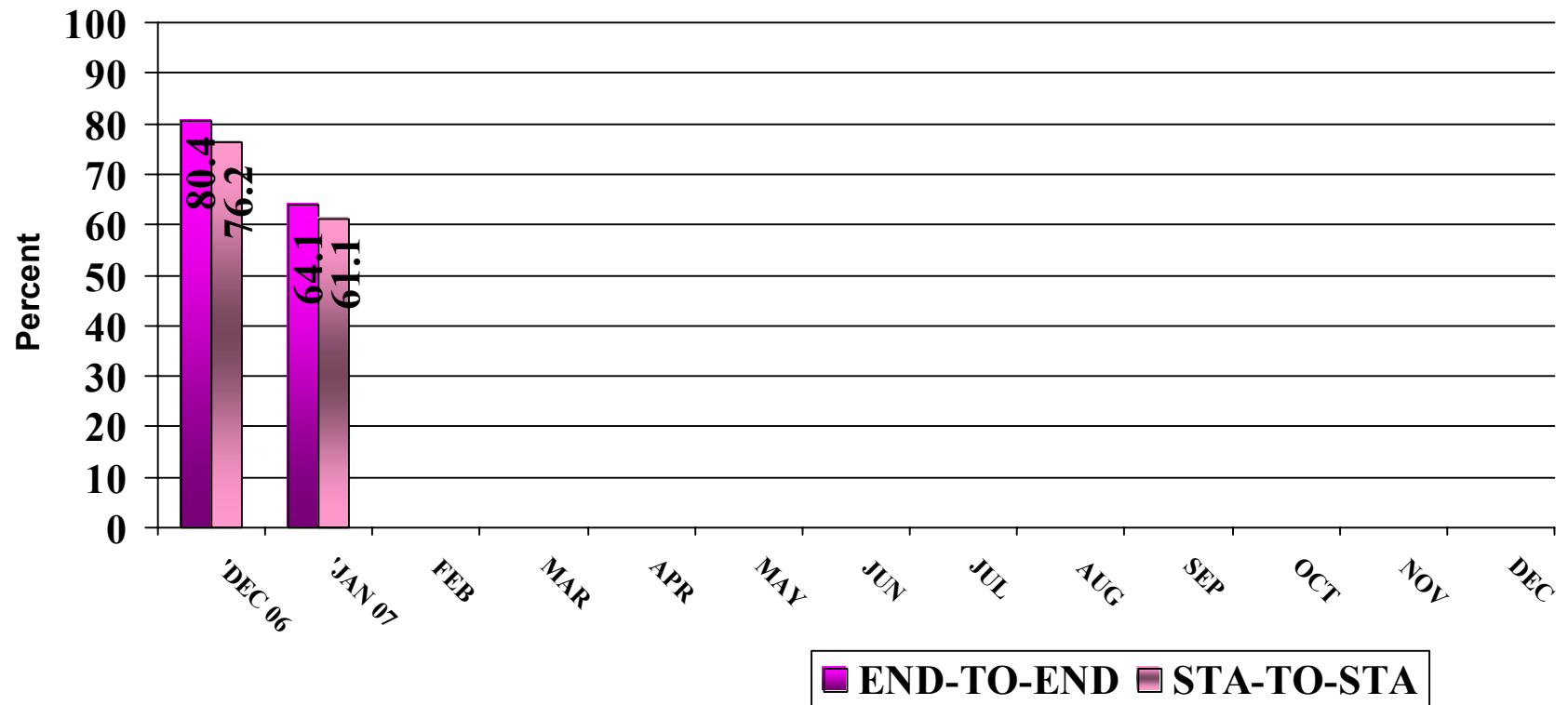


CSXT JAX Dispatcher & Freight Delays 2007

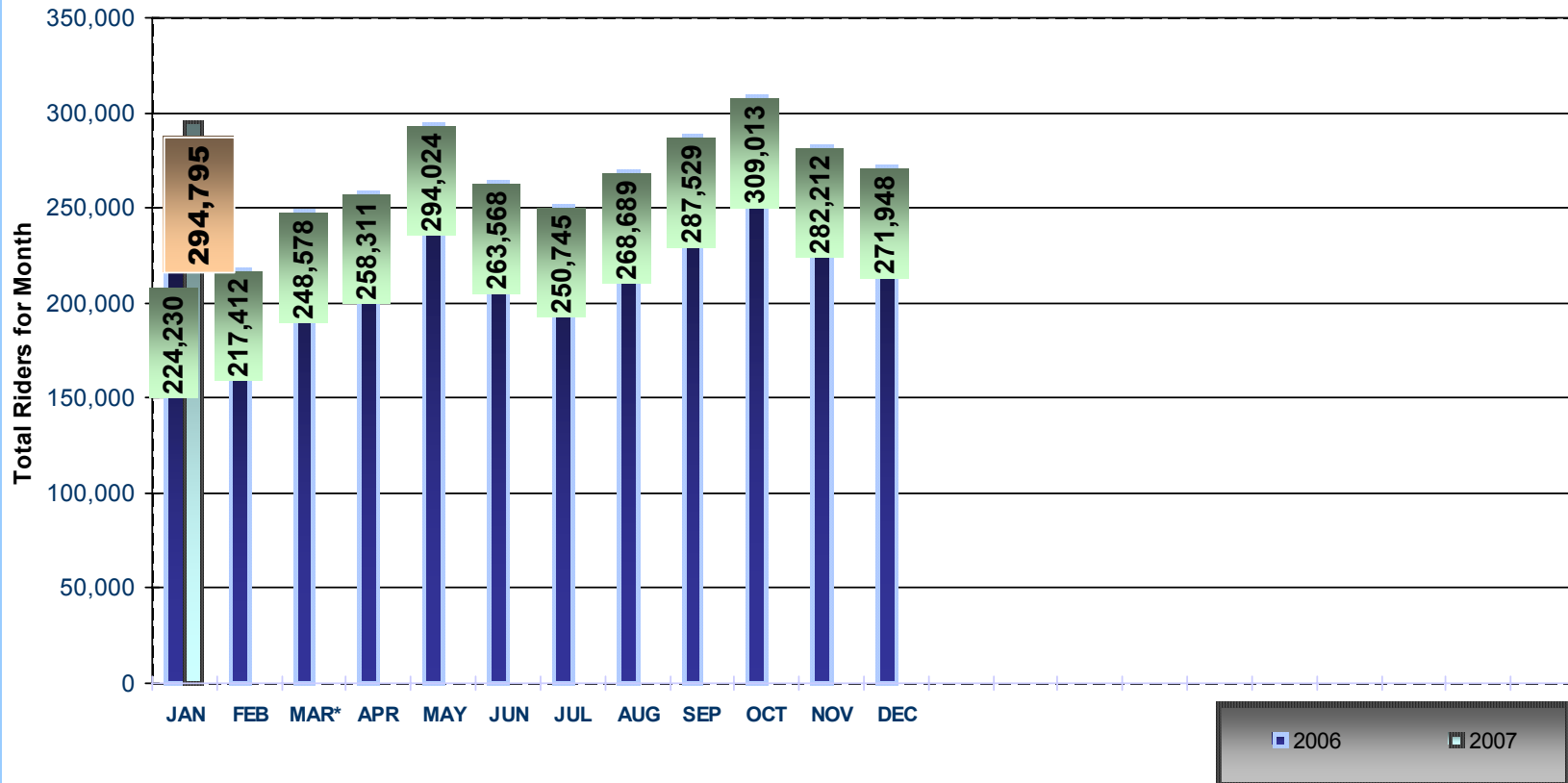




On-Time Performance Calendar Year 2007



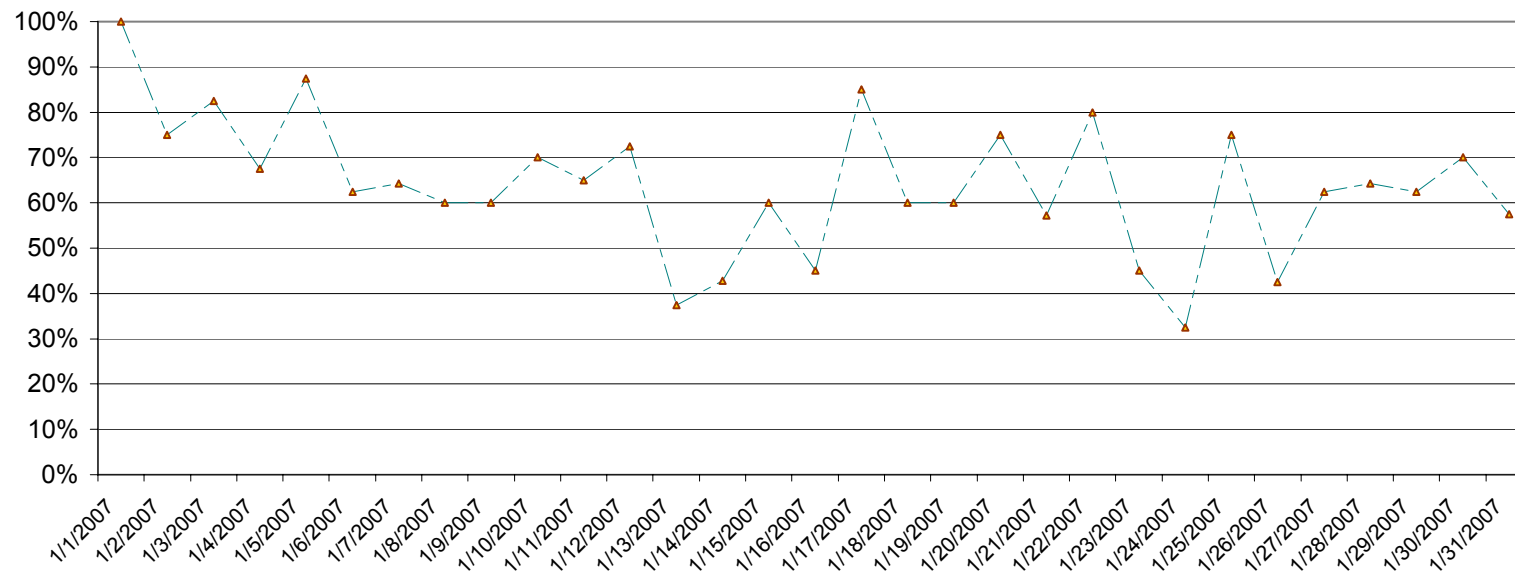
SFRTA-Tri-Rail Monthly Ridership 2007



TRI- RAIL
ON TIME PERFORMANCE
END TO END ~ 2000



ON TIME PERFORMANCE
END TO END - 2007



AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR JANUARY 2007 GOVERNING BOARD MEETING February 23, 2007

EMPLOYER DISCOUNT PROGRAM

- The Employer Discount Program (EDP) added 26 new employers and 147 new employees during the month of January.
- The total number of EDP tickets recorded as sold in January was 2458 and the total revenue generated was \$112,946.

The following companies joined the Employer Discount Program (EDP) in January:

| Employer | City | Enroll Date |
|------------------------------------------------|------------------|--------------------|
| Premium Asset Recovery Corp. | Deerfield Beach | 1-05-07 |
| Tesco of America, Inc. | Oakland Park | 1-11-07 |
| H&D Graphics | Hialeah | 1-11-07 |
| Limehouse Software, Inc. | Miami | 1-11-07 |
| Hollister, Co. | South Miami | 1-11-07 |
| Active Staffing Services | Hialeah | 1-11-07 |
| Fineline Engineering, Inc. | Coral Springs | 1-11-07 |
| Barnett & Lerner, P.A. | Dania Beach | 1-11-07 |
| Sumifoods Corp. | Miami | 1-16-07 |
| Temple Torah of West Boynton Beach | Boynton Beach | 1-18-07 |
| Nationwide Unsecured | Deerfield Beach | 1-18-07 |
| Farmer & Irwin Corp. | Riviera Beach | 1-18-07 |
| Collision Physician | Margate | 1-19-07 |
| Secor Holdings, Inc. | Fort Lauderdale | 1-19-07 |
| Secured Healthcare Solutions | Fort Lauderdale | 1-19-07 |
| Professional Insulators | Boynton Beach | 1-19-07 |
| Premium Asset Recovery Corp. | Deerfield Beach | 1-19-07 |
| Aerospace Aviation Center | Virginia Gardens | 1-23-07 |
| Gunderlin Ltd., Inc. | Hialeah | 1-23-07 |
| Del Monte Fresh Produce | Coral Gables | 1-23-07 |
| IBI Group, Inc. | Pompano Beach | 1-23-07 |
| Wax & Company | Miami | 1-24-07 |
| Click Connect Match.com | Tamarac | 1-24-07 |
| Weekes & Callaway, Inc. | Delray Beach | 1-24-07 |
| Conroy, Simberg, Ganon, Krevans, Abel, Lurvey, | West Palm Beach | 1-24-07 |
| Morrow & Schefer, P.A. | | |
| Suddath Relocation Systems | Deerfield Beach | 1-31-07 |

EDP SALES MISSIONS

January:

| | |
|------------------------------------------------|-----------------|
| Air & Sea Rent A Car, Inc. | Fort Lauderdale |
| Air & Sea Rent-A-Car, Inc. | Fort Lauderdale |
| Alamo Rent A Car, Inc. | Fort Lauderdale |
| Amerada Hess Corp. | Fort Lauderdale |
| American Guard Services | Fort Lauderdale |
| Antillean Marine Shipping | Fort Lauderdale |
| APL Limited | Fort Lauderdale |
| APM Terminals | Fort Lauderdale |
| Arawak Shipping Line | Fort Lauderdale |
| Archdiocese of Miami | Fort Lauderdale |
| Argo Cargo, Inc. | Fort Lauderdale |
| Avia International | Fort Lauderdale |
| Avis Rent A Car System, Inc. | Fort Lauderdale |
| Boca Raton Community Hospital | Boca Raton |
| Children Service's Council | Boynton Beach |
| Crowley Liner Service | Fort Lauderdale |
| Discovery Cruises | Miami |
| Eastern Freight Forwarders | Riviera Beach |
| Eller & Company | Fort Lauderdale |
| Temple Torah | Boynton Beach |
| 401K Exchange | Lake Worth |
| Florida Transportation Services | Fort Lauderdale |
| Farovi Shipping Corporation | Miami |
| Desimone | Coral Gables |
| Fort Lauderdale Convention and Visitors Bureau | Fort Lauderdale |
| The Children's Trust | Miami |
| M.I.S. | Fort Lauderdale |
| East Coast Meat & Seafood, Inc. | Mangonia Park |
| Miami Airport Cargo Center | Miami |
| SeaCor Holdings, Inc. | Ft. Lauderdale |
| H&D Graphics | Hialeah |
| Tesco of America, Inc. | Oakland Park |
| Devcon | Deerfield Beach |
| Atico International | Fort Lauderdale |
| Natural Immunogenics | Pompano Beach |
| Debt Management, Inc. | Boca Raton |
| Westside Regional Hospital | Plantation |
| Lockheed Martin | Riviera Beach |
| Smith Barney | West Palm Beach |
| Broward County Schools | Ft. Lauderdale |
| Priority Once | Sunrise |
| Chen & Associates | Ft. Lauderdale |
| Congress Financial Corp. | Boca Raton |
| Suddath Relocation Systems | Deerfield Beach |

IBI Group, Inc.
Secured Healthcare Solutions

Pompano Beach
Ft. Lauderdale

PORT EVERGLADES SHUTTLE BUS FLA 1

Marketing staff members continued outreach efforts with information provided by Port administrators. Direct contact calls were made to employers in the Port, advising of the dedicated shuttle bus service available from/to Tri-Rail's Fort Lauderdale/Hollywood Airport Station at Dania Beach and the Port. The Employer Discount Program was promoted to businesses and organizations within the Port to increase EDP participation along the new route.

CINGULAR CROSS-PROMOTIONAL ACTIVITIES

SFRTA and Cingular engaged in cross-promotional activities which included an opportunity to win a free Cingular phone and one year of complimentary service. The contest was presented on Tri-Rail website and advertisements were placed in college newspapers. Brochures and contest registration forms were distributed by Marketing staff members at college bookstores throughout the tri-county area. Educational information promoting travel to/from school via train was stressed. Students were also informed of their eligibility for the student discounted fare.

SUPER BOWL

At the request of the Super Bowl Host Committee, SFRTA scheduled two additional trains to accommodate people attending the Super Bowl. Marketing staff worked with the committee and MDT to promote the additional service.

RAIL~VOLUTION

Marketing staff continued to work with MDT on firming up details for the October Rail~Volution Conference. The department created a collateral for the organization's board meeting, which included the Authority's goals in hosting the conference and suggested mobile workshops.

SATH CONFERENCE

Marketing staff members participated in the annual conference held by the Society for Advancement of Travel for the Handicapped and Mature (SATH). The event was attended by over 200 local, national and international travel agents as well as businesses and government organizations. Providers of goods and services for persons with disabilities were also in attendance. The accessibility of Tri-Rail was presented to attendees. One conference participant commended Tri-Rail on its accessibility and the ease of transfer to/from the Fort Lauderdale Airport Station and her destination.

WEST ATLANTIC LIBRARY

Marketing staff members attended the West Atlantic Library Community Outreach Fair in Delray Beach. Over 400 participants were provided with information on travel via train. The majority of participants attending were senior citizens residing in King's Point. Future presentations are planned as a result of this event.

BOCA RATON COMMUNITY HOSPITAL

Marketing staff members participated in two days of outreach efforts. Travel via train was promoted as well as the Employer Discount Program. The need for a connecting shuttle bus to/from the Tri-Rail Boca Raton Station and the hospital was also stressed.

SEACO MEETING

Marketing staff members met with the South East Area Coalition for Outreach to further discuss SFRTA participation in environmental efforts including Clean Air Day events. Cross-promotional activities will be highlighted.

MIAMI AIRPORT EMPLOYEE OUTREACH

Marketing staff members continued to conduct surveys and speak with persons working in the Miami Airport during their ride on the Employee Shuttle Bus. The survey's purpose was to gather information and produce reports to be used in the assessment of potential ridership. Train schedule changes may be implemented to directly serve this market.

ONGOING COMMUNITY OUTREACH EVENTS

STUDENT OUTREACH:

Marketing staff members participated in a new student outreach event at FAU's Boca Raton Campus and participated in the Cingular cross-promotional program.

SFEC/TMA: Marketing staff members met with SFEC/TMA's executive staff and discussed outreach efforts.

DOWNTOWN FT. LAUDERDALE TMA:

Marketing staff members participated in the January Advisory Meeting and Marketing Committee activities.



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

January 2007

Budgeted Income Statement

Revenue:

For January 2007 year-to-date (YTD) actual revenue is up \$500,703 or 13% when compared to the FY 2006/07 YTD budgeted revenue. Actual revenue is also up \$1,081,529 or 32% when compared to the FY 2005/06 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$955,151 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$955,151 or 4% below budget. All expenses are well within budget. As of July 1, 2006, the price of fuel was budgeted at \$2.10 per gallon. Currently as of January 1, 2007, the average price of fuel per gallon is \$1.89. Staff will continue to monitor the price of fuel.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
1/01/07 TO 1/31/07

| REVENUE | JANUARY 2007 ACTUAL REVENUE | YTD ACTUAL REVENUE | YTD BUDGETED REVENUE | OVER (UNDER) BUDGET | 2006-07 ANNUAL BUDGET | BUDGET AVAILABLE |
|-----------------------------------|--------------------------------------------|-----------------------------------|-------------------------------------|------------------------------------|--------------------------------------|-----------------------------|
| Train Revenue | \$679,056 | \$4,210,260 | \$3,800,682 | \$409,578 | \$6,699,974 | \$2,489,714 |
| Interest Income / Other Income | 53,330 | 266,125 | 175,000 | 91,125 | 300,000 | 33,875 |
| Advertising Revenue/Other Revenue | - | - | - | - | - | - |
| TOTAL TRAIN REVENUE | \$732,386 | \$4,476,385 | \$3,975,682 | \$500,703 | \$6,999,974 | \$2,523,589 |
| OPERATING ASSISTANCE | | | | | | |
| FDOT Operating JPA | 343,678 | 7,290,902 | 7,797,899 | (506,997) | \$12,477,000 | 5,186,098 |
| FDOT Feeder Service JPA | 325,000 | 861,198 | 1,453,285 | (592,087) | 2,662,774 | 1,801,576 |
| FDOT-DMU Assistance | - | - | 274,999 | (274,999) | 1,100,000 | 1,100,000 |
| FDOT-Marketing Grant | - | - | - | - | - | - |
| FHWA | - | 3,874,246 | 3,906,397 | (32,151) | 4,000,000 | 125,754 |
| FTA Assistance | 623,000 | 3,888,728 | 3,916,184 | (27,456) | 7,976,418 | 4,087,690 |
| Counties Contribution | 1,501,861 | 4,967,694 | 4,967,694 | - | 12,477,000 | 7,509,306 |
| Broward Co. Feeder Service | 91,940 | 351,042 | 373,206 | (22,164) | 606,294 | 255,252 |
| Other Local Funding | 100,000 | 100,000 | 100,000 | - | 100,000 | - |
| TOTAL ASSISTANCE | \$2,985,480 | \$21,333,810 | \$22,789,664 | (\$1,455,854) | \$41,399,486 | \$20,065,676 |
| TOTAL REVENUE | \$3,717,866 | \$25,810,195 | \$26,765,346 | (\$955,151) | \$48,399,460 | \$22,589,265 |
| EXPENSES | | | | | | |
| Train Operations | 2,018,198 | 14,654,071 | 14,767,422 | 113,351 | 27,628,061 | 12,973,990 |
| Personnel Services | 761,908 | 4,601,921 | 4,798,773 | 196,852 | 8,522,750 | 3,920,829 |
| Train Fuel Contract | 309,413 | 2,564,091 | 2,761,179 | 197,088 | 4,603,828 | 2,039,737 |
| Feeder Service | 311,067 | 1,884,611 | 2,017,844 | 133,233 | 3,694,876 | 1,810,265 |
| General & Administrative Expenses | 164,909 | 1,290,745 | 1,374,491 | 83,746 | 2,157,425 | 866,680 |
| Marketing Expenses | 90,904 | 522,135 | 599,678 | 77,544 | 1,028,020 | 505,885 |
| Professional Fees | 100,667 | 546,621 | 644,292 | 97,670 | 1,104,500 | 557,879 |
| Reserve | - | - | 291,667 | 291,667 | 500,000 | 500,000 |
| Expenses Transferred to Capital | (39,200) | (254,000) | (490,000) | (236,000) | (840,000) | (586,000) |
| TOTAL EXPENSES | \$3,717,866 | \$25,810,195 | \$26,765,346 | \$955,151 | \$48,399,460 | \$22,589,265 |



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During January 2007, the SFRTA's Accounts Payable division processed 331 invoices totaling \$4,052,275.55 and disbursed 201 checks, excluding payroll, totaling \$3,274,849.15.

Invoices over \$2,500 represent 26.4% (53 checks) of all invoices processed in the month of January, and represent 97.9% of the value (\$3,204,963.00) of all checks processed in January 2007.

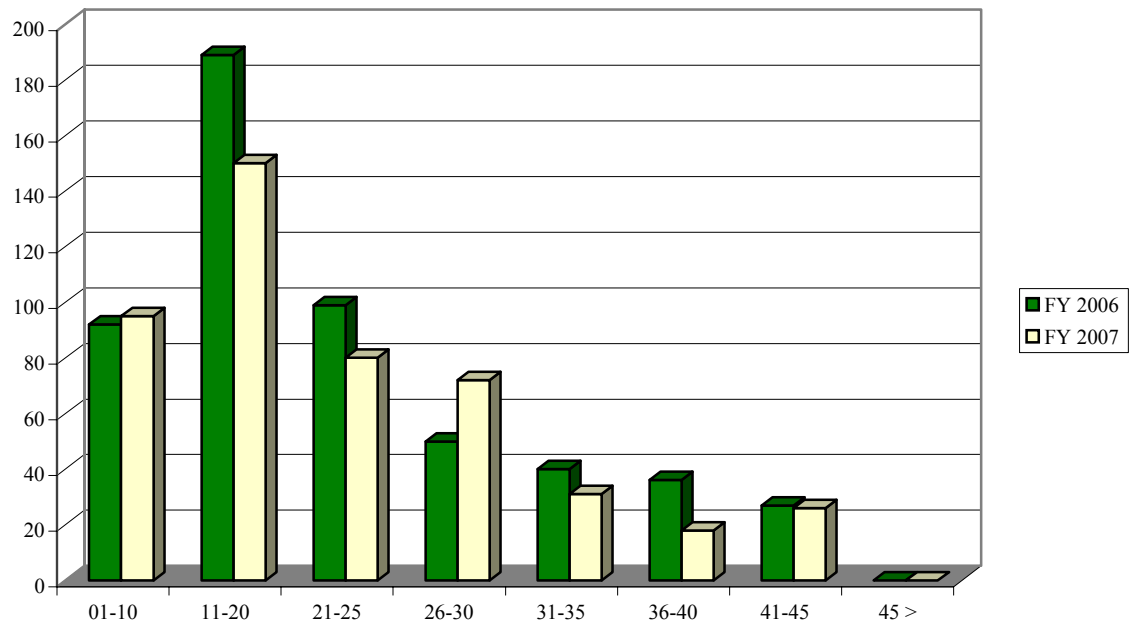
Accounts Payable processed 73.6% (39 checks) of the checks over \$2,500 within the 21-25 days, with 84.9% (45 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - JANUARY 2007
FOR INVOICES \$2,500 AND OVER

AGENDA ITEM NO. F

| MONTHLY AVERAGE JULY 2006 TO JUNE 2007 | | MONTHLY AVERAGE JULY 2005 TO JUNE 2006 | |
|-------------------------------------------|---------------|-------------------------------------------|---------------|
| INVOICE CYCLE | % OF TOTAL | INVOICE CYCLE | % OF TOTAL |
| 0 -10 Days | 20.1% | 0 -10 Days | 17.3% |
| 11-20 Days | 31.8% | 11-20 Days | 35.5% |
| 21-25 Days | 16.9% | 21-25 Days | 18.6% |
| 26-30 Days | 15.3% | 26-30 Days | 9.4% |
| 31-35 Days | 6.6% | 31-35 Days | 7.5% |
| 36-40 Days | 3.8% | 36-40 Days | 6.8% |
| 41-45 Days | 5.5% | 41-45 Days | 5.1% |
| Over 45 Days | 0.0% | Over 45 Days | 0.0% |

AVERAGES FOR 2006 and 2007



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 TO JANUARY 31, 2007

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|---------------------------|----------------|---------------|-----------------|-----------------|------------------------------|------------------------------------------|------------|
| OPERATING EXPENSES | | | | | | | |
| 12/1/2006 | 12/1/2006 | 1/3/2007 | 1/3/2007 | 33 | SUNTRUST BANKCARD N A | Corp Cards -11/2006 | 5,159.54 |
| 1/8/2007 | 1/8/2007 | 1/10/2007 | 1/12/2007 | 4 | FLORIDA POWER & LIGHT | Station Utilities -11/14-12/15/2006 | 5,154.23 |
| 1/10/2007 | 1/10/2007 | 1/10/2007 | 1/12/2007 | 2 | SUNTRUST PAYROLL TAXES | SunTrust Payroll Taxes | 86,508.22 |
| 1/11/2007 | 1/10/2007 | 1/10/2007 | 1/12/2007 | 1 | DEPARTMENT OF FINANCIAL SVCS | Department of Financial Services | 6,281.11 |
| 12/8/2006 | 12/19/2006 | 1/17/2007 | 1/17/2007 | 40 | BANK OF AMERICA | Purch Cards -12/2006 | 6,102.13 |
| 1/10/2007 | 1/10/2007 | 1/17/2007 | 1/17/2007 | 7 | FLORIDA POWER & LIGHT | Station Utilities -12/05/2006-01/08/2007 | 2,634.22 |
| 12/29/2006 | 1/2/2007 | 1/5/2007 | 1/12/2007 | 14 | HERZOG TRANSIT SERVICE | Misc HSTI Svcs -12/22/2006 | 9,273.00 |
| 12/28/2006 | 1/2/2007 | 1/5/2007 | 1/12/2007 | 15 | M&S AIR CONDITIONING | Off Maint -12/21/2006 | 4,950.00 |
| 12/26/2006 | 1/2/2007 | 1/5/2007 | 1/12/2007 | 17 | S FL EDUCATION CENTER | SFEC Feeder Svc -11/01-30/2006 | 7,472.60 |
| 12/29/2006 | 1/8/2007 | 1/10/2007 | 1/12/2007 | 14 | BITNER GOODMAN | Mrkt/PR Svcs -11/22/2006 | 22,244.01 |
| 1/3/2007 | 1/5/2007 | 1/10/2007 | 1/12/2007 | 9 | FLORIDA POWER & LIGHT | Station Utilities -11/27-12/28/2006 | 7,435.98 |
| 12/27/2006 | 1/11/2007 | 1/12/2007 | 1/16/2007 | 20 | EAGLES BENEFITS BY DESIGN | Eagles Benefits by Design | 29,052.00 |
| 12/5/2006 | 1/12/2007 | 1/12/2007 | 1/16/2007 | 42 | SHARPTON BRUNSON & CO | Audit Svcs -11/30/2006 | 7,500.00 |
| 1/8/2007 | 1/12/2007 | 1/18/2007 | 1/25/2007 | 17 | C2 GROUP LLC | Fed/Leg Consult Svcs -12/29/2006 | 8,167.00 |
| 12/28/2006 | 1/3/2007 | 1/18/2007 | 1/25/2007 | 28 | MERIDIAN MANAGEMENT CORP | Station Maint -09/20/2006 | 99,493.24 |
| 1/9/2007 | 1/16/2007 | 1/18/2007 | 1/25/2007 | 16 | PALMTRAN | Emer Feeder Bus Svcs -12/26/2006 | 55,653.56 |
| 1/8/2007 | 0/11/07 | 1/18/2007 | 1/25/2007 | 17 | RESPECT OF FLORIDA | Janitor Service -08/2006 | 7,063.80 |
| 1/8/2007 | 1/12/2007 | 1/18/2007 | 1/25/2007 | 17 | S FL EDUCATION CENTER | SFEC Feeder Svc -01/05/2007 | 7,472.60 |
| 12/28/2006 | 12/29/2006 | 1/18/2007 | 1/25/2007 | 28 | WACKENHUT CORPORATION | Security Officers -12/04-10/2006 | 252,289.15 |
| 1/5/2007 | 1/16/2007 | 1/24/2007 | 1/30/2007 | 25 | BV OIL COMPANY | Train Fuel W/E -12/17-30/2007 | 208,953.70 |
| 1/24/2007 | 1/24/2007 | 1/24/2007 | 1/30/2007 | 6 | PROLOGIS TRUST | Office Rent -02/2007 | 51,443.83 |
| 1/17/2007 | 1/22/2007 | 1/24/2007 | 1/22/2007 | 5 | WACKENHUT CORPORATION | Security Officers -01/01-07/2007 | 77,084.31 |
| 1/16/2007 | 1/16/2007 | 1/26/2007 | 1/30/2007 | 14 | BELLSOUTH | Reg Summ Bill -01/01/2007 | 23,846.84 |
| 1/30/2007 | 1/30/2007 | 1/30/2007 | 2/6/2007 | 7 | UNITED STATES POSTAGE | Postage Permit -01/30/2007 | 9,000.00 |
| 1/12/2007 | 1/24/2007 | 1/31/2007 | 2/6/2007 | 25 | AMBASSADOR PRINTING | Off Supp -01/09/2007 | 2,890.00 |
| 1/18/2007 | 1/26/2007 | 1/31/2007 | 2/6/2007 | 19 | BITNER GOODMAN | Mrkt/PR Svcs -12/30/2006 | 6,980.65 |
| 1/8/2007 | 1/23/2007 | 1/31/2007 | 2/6/2007 | 29 | COLUMBIA CASCADE COMPANY | Mrkt Promo -01/04/2007 | 18,411.30 |
| 1/17/2007 | 1/23/2007 | 1/31/2007 | 2/6/2007 | 20 | DOWNTOWN FORT LAUDERDALE | TMA Feeder Svcs -12/01-31/06 | 3,217.50 |
| 1/8/2007 | 1/23/2007 | 1/31/2007 | 2/6/2007 | 29 | HERZOG TRANSIT SERVICE | Misc HSTI Svcs -12/31/2006 | 22,013.00 |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 TO JANUARY 31, 2007

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|------------------------------------|------------------------|-----------------------|-------------------------|-------------------------|-------------------------------------|------------------------------------------|------------------------|
| OPERATING EXPENSES (contd.) | | | | | | | |
| 12/20/2006 | 12/26/2006 | 1/31/2007 | 2/2/2007 | 44 | HERZOG TRANSIT SERVICE | Train Operations -12/01-15/06 | 646,886.00 |
| 1/12/2007 | 1/22/2007 | 1/31/2007 | 2/6/2007 | 25 | IMPACT IMAGES | Mrkt Promo Items -12/17/2006 | 4,169.24 |
| 12/21/2006 | 1/31/2007 | 1/31/2007 | 2/2/2007 | 43 | LIMOUSINES OF SOUTH FLORIDA | Feeder Svc OTP -12/01-31/06 | 73,782.50 |
| 12/28/2006 | 1/22/2007 | 1/31/2007 | 2/6/2007 | 40 | MERIDIAN MANAGEMENT CORP | Station Maint -11/14/2006 | 102,958.79 |
| 1/26/2007 | 1/26/2007 | 1/31/2007 | 2/6/2007 | 11 | PAYABLE | Conference & Reg Dues -02/01/06-02/01/07 | 3,795.00 |
| 1/24/2007 | 1/31/2007 | 1/31/2007 | 2/6/2007 | 13 | SOUTHERN LANDSCAPING | Station Maint -01/23/2007 | 3,595.00 |
| 1/22/2007 | 1/29/2007 | 1/31/2007 | 2/6/2007 | 15 | WACKENHUT CORPORATION | Wackenhut W/E -01/08-14/07 | 128,662.05 |
| | | | | 36 | TOTAL OPERATING EXPENDITURES | | \$ 2,017,596.10 |

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007
INFORMATION ITEM: PAYMENTS OVER \$2,500
JANUARY 1 TO JANUARY 31, 2007

| RCVD DATE | APPRVD DATE | CHECK DATE | MAILED CHECK | DAYS PROCESS | VENDOR | DESCRIPTION | AMOUNT |
|--------------------------------------|----------------|---------------|-----------------|-----------------|----------------------------------------------------------|----------------------------------------|------------------------|
| CAPITAL EXPENDITURES | | | | | | | |
| 12/11/2006 | 12/8/2006 | 1/2/2007 | 1/2/2007 | 22 | WASHINGTON GROUP INTL | NRB Project -11/30/2006 | 402,167.37 |
| 12/13/2006 | 12/15/2006 | 1/5/2007 | 1/12/2007 | 30 | COLORADO RAILCAR | DMU Mobil Svcs -12/06/2006 | 392,000.00 |
| 12/15/2006 | 12/14/2006 | 1/5/2007 | 1/12/2007 | 28 | DMJM HARRIS | NRB Consult -11/06/2006 | 83,490.49 |
| 12/29/2006 | 1/3/2007 | 1/5/2007 | 1/9/2007 | 11 | BERGMANN ASSOCIATES | Hia Yard Engine Roof -12/19/2006 | 5,569.35 |
| 12/29/2006 | 1/2/2007 | 1/5/2007 | 1/22/2007 | 24 | HERZOG TRANSIT SERVICE | Misc HSTI Svcs -12/22/2006 | 48,143.35 |
| 1/4/2007 | 1/4/2007 | 1/10/2007 | 1/12/2007 | 8 | CSX TRANSPORTATION | NRB Flagging Svcs -06/17-09/15/2006 | 32,280.37 |
| 12/18/2006 | 1/8/2007 | 1/10/2007 | 1/12/2007 | 25 | DELL | Comp Equip -12/10/2006 | 3,867.48 |
| 1/8/2007 | 1/10/2007 | 1/12/2007 | 1/16/2007 | 8 | COUNCIL TREASURE COAST | WPB RFP Consult Svcs -10/01-12/31/2005 | 76,256.14 |
| 1/8/2007 | 1/12/2007 | 1/18/2007 | 1/25/2007 | 17 | CHARLAND RUREY CONSTRUCTION | GG Exp -06/30/2006 | 8,000.00 |
| 12/19/2006 | 1/12/2007 | 1/18/2007 | 1/25/2007 | 37 | PARSONS BRINCKERHOFF | Consult Services -11/13/2006 | 41,926.06 |
| 1/3/2007 | 1/10/2007 | 1/18/2007 | 1/25/2007 | 22 | KIMLEY HORN AND ASSOCIATES | LEP Consult Svcs -08/30/06-11/30/06 | 13,035.26 |
| 1/9/2007 | 1/22/2007 | 1/24/2007 | 1/30/2007 | 21 | KIMLEY HORN AND ASSOCIATES | ADA Consult Svcs -07/14/06-11/30/06 | 39,312.42 |
| 12/27/2006 | 1/19/2007 | 1/24/2007 | 1/30/2007 | 34 | POST BUCKLEY SCHUH & J | MOPA Consult Svcs -12/01/05-02/28/06 | 2,793.11 |
| 1/17/2007 | 1/19/2007 | 1/24/2007 | 1/30/2007 | 13 | SW KAPER CONSTRUCTION | GG ADA Improv -01/15/07 | 6,790.00 |
| 1/24/2007 | 1/24/2007 | 1/24/2007 | 1/30/2007 | 6 | COPANS ROAD ASSOCIATE | DMJM Off Rent -02/01/07 | 8,505.33 |
| 1/12/2007 | 1/24/2007 | 1/31/2007 | 2/6/2007 | 25 | CORRADINO GROUP | Transit Svc Consult Svcs -12/01-31/06 | 4,856.00 |
| 1/23/2007 | 1/26/2007 | 1/31/2007 | 2/6/2007 | 14 | HDR ENGINEERING INC | PB Pre-Eng Svcs -12/30/2006 | 18,374.17 |
| 17 TOTAL CAPITAL EXPENDITURES | | | | | | | \$ 1,187,366.90 |
| Item Total | | | | 53 | TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES | | \$ 3,204,963.00 |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING: FEBRUARY 23, 2007
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
JANUARY 1, 2007 TO JANUARY 31, 2007**

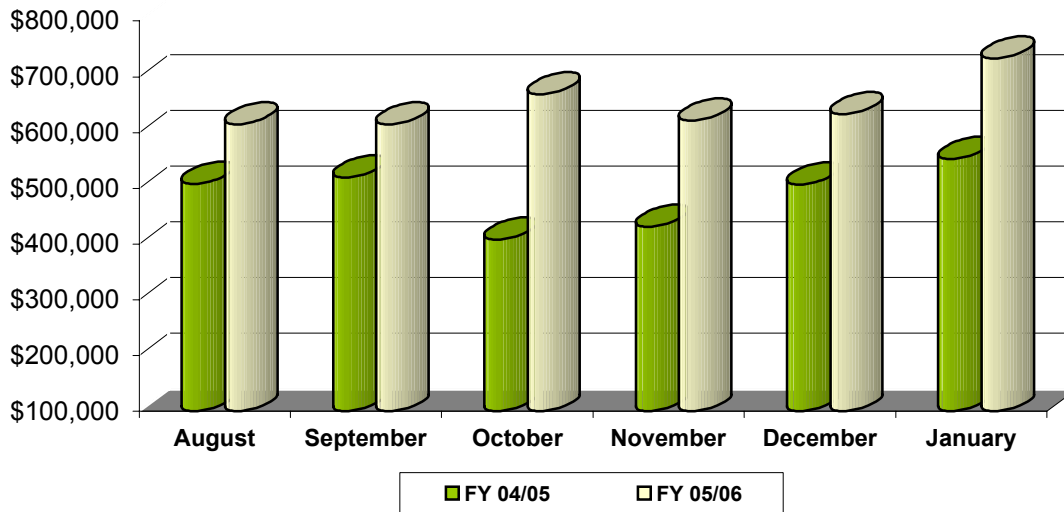
| INVOICE CYCLE | NO. INVOICES | PERCENT OF TOTAL | ACCUM % |
|--------------------------|-------------------------|---------------------------------|--------------------|
| 0-10 days | 11 | 20.8% | 20.8% |
| 11-20 days | 19 | 35.8% | 56.6% |
| 21-25 days | 9 | 17.0% | 73.6% |
| 26-30 days | 6 | 11.3% | 84.9% |
| 31-35 days | 2 | 3.8% | 88.7% |
| 36-40 days | 3 | 5.7% | 94.3% |
| 41-45 days | 3 | 5.7% | 100.0% |
| Over 45 days | 0 | 0.0% | 100.0% |
| TOTAL INVOICES | 53 | 100.0% | |

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2007**

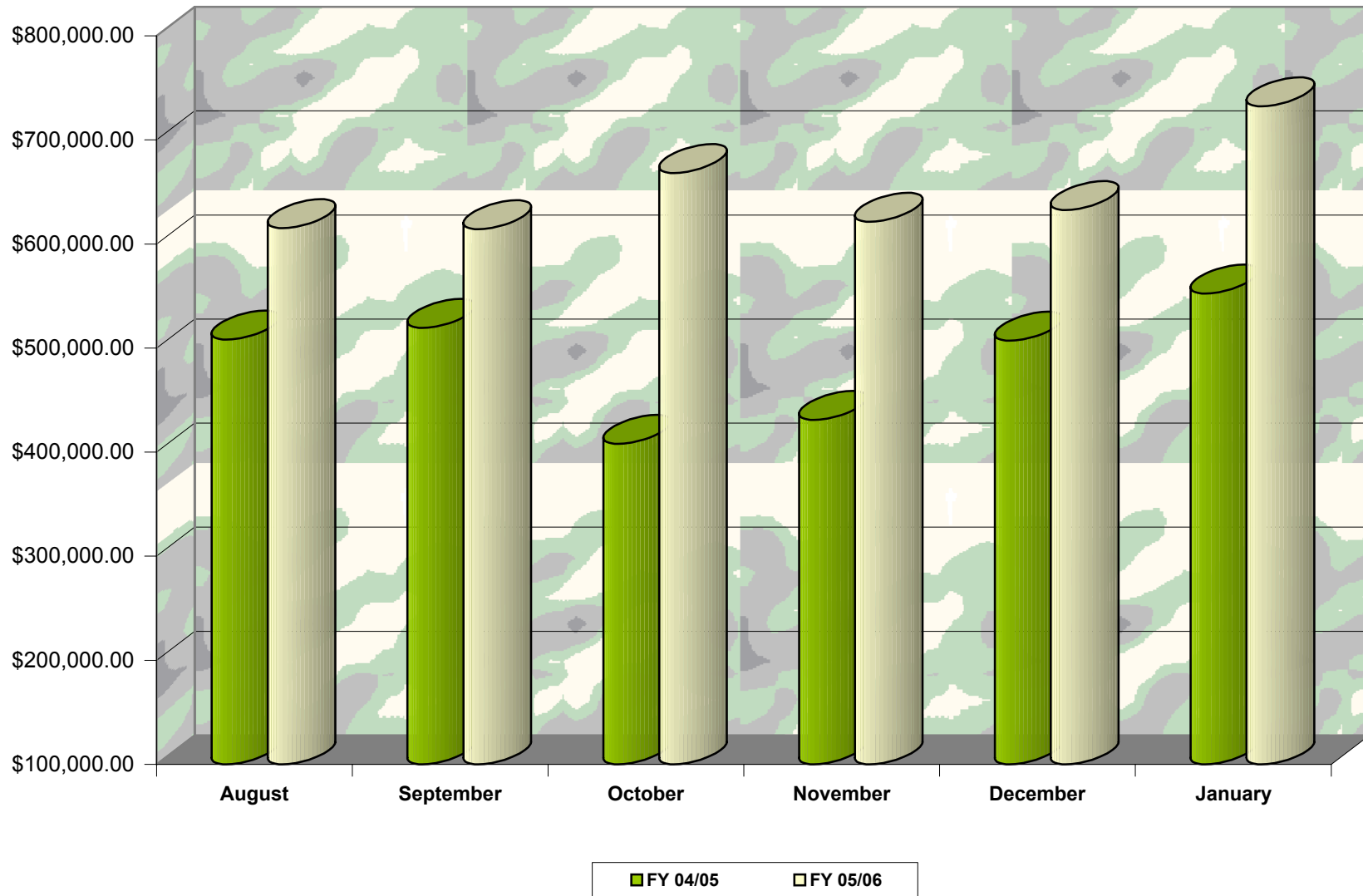
REVENUE - JANUARY 2007

| DESCRIPTION | Jan-06 | Jan-07 | VARIANCE | % |
|---------------|---------|---------|----------|-------|
| Weekday Sales | 448,316 | 585,495 | 137,178 | 30.6% |
| Weekend Sales | 76,060 | 93,561 | 17,501 | 23.0% |
| Other Income | 28,062 | 53,330 | 25,268 | 90.0% |
| Total Revenue | 552,438 | 732,386 | 179,948 | 32.6% |

**Revenue Monthly Trends
FY 04/05 and FY 05/06**



**Annual Trends
FY 04/05 and FY 05/06**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- JANUARY 2007**

| SALES BY TICKET TYPE | JANUARY 2006 | | JANUARY 2007 | | PERCENT CHANGE ⁽¹⁾ |
|-------------------------------|-----------------|--|-----------------|--|----------------------------------|
| Palm Beach Schools | 56,000 | | 40,080 | | (0.28) |
| Employer Disc. Program | 78,292 | | 112,946 | | 0.44 |
| Group Tour Sales | 542 | | 444 | | -18% |
| Station Sales: | | | | | |
| One-Way | 166,124 | | 209,003 | | 25.8% |
| Roundtrip | 91,780 | | 127,994 | | 39.5% |
| 12 Trips | 23,373 | | 32,025 | | 37.0% |
| Monthly | 24,120 | | 47,040 | | 95.0% |
| One-Way Discount | 36,612 | | 46,096 | | 25.9% |
| Roundtrip Discount | 26,747 | | 34,587 | | 29.3% |
| Monthly Discount | 20,787 | | 28,840 | | 38.7% |
| Total Station Sales | 389,542 | | 525,585 | | 34.9% |
| Total Sales | 524,376 | | 679,055 | | 29.5% |

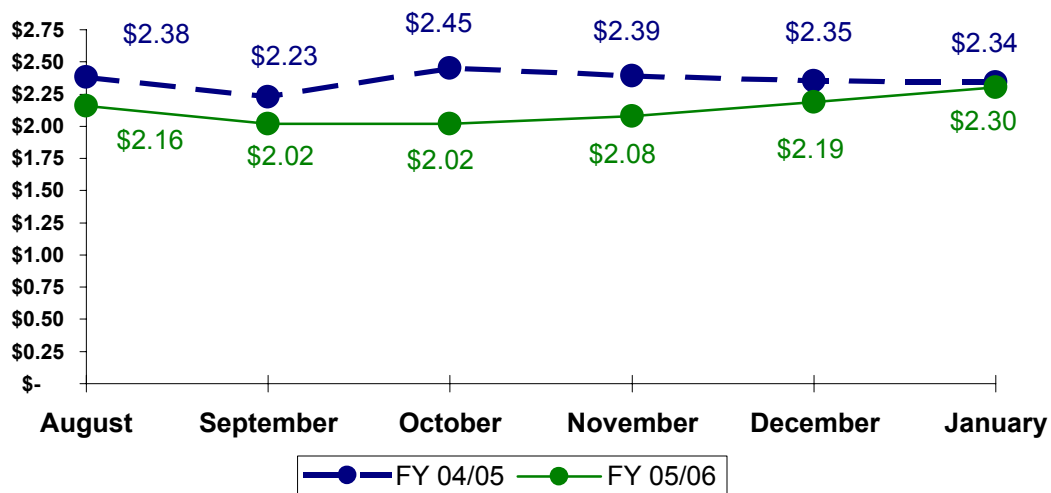
(1) Percent increase or decrease from previous year

AVERAGE FARE

2.34

2.30

**Average Fares
FY 04/05 and FY 05/06**



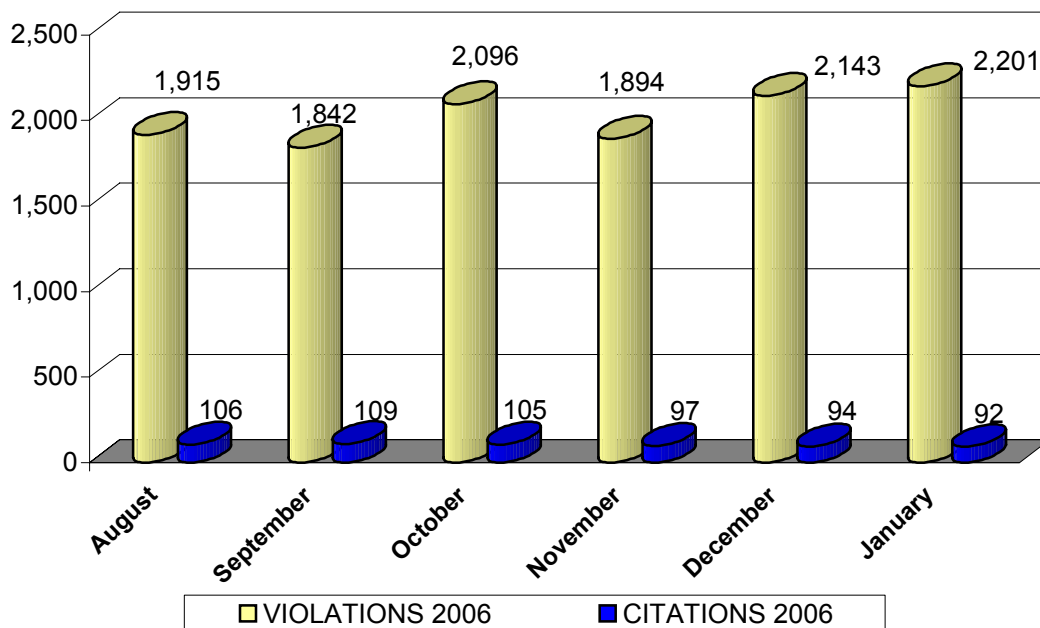
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
AUGUST 2006 TO JANUARY 2007**

| MONTH | TOTAL INSPECTED | TOTAL VIOLATIONS | # OF CITATIONS | # OF WARNINGS | % RIDERS INSPECTED |
|----------------|-----------------|------------------|----------------|---------------|--------------------|
| AUGUST 2006 | 197,985 | 1,915 | 106 | 1,802 | 74% |
| SEPTEMBER 2006 | 212,380 | 1,842 | 109 | 1,729 | 74% |
| OCTOBER 2006 | 232,544 | 2,096 | 105 | 1,986 | 75% |
| NOVEMBER 2006 | 219,411 | 1,894 | 97 | 1,794 | 78% |
| DECEMBER 2006 | 220,247 | 2,143 | 94 | 2,045 | 81% |
| JANUARY 2007 | 250,522 | 2,201 | 92 | 2,103 | 85% |
| AVERAGE | 222,182 | 2,015 | 101 | 1,910 | 78% |

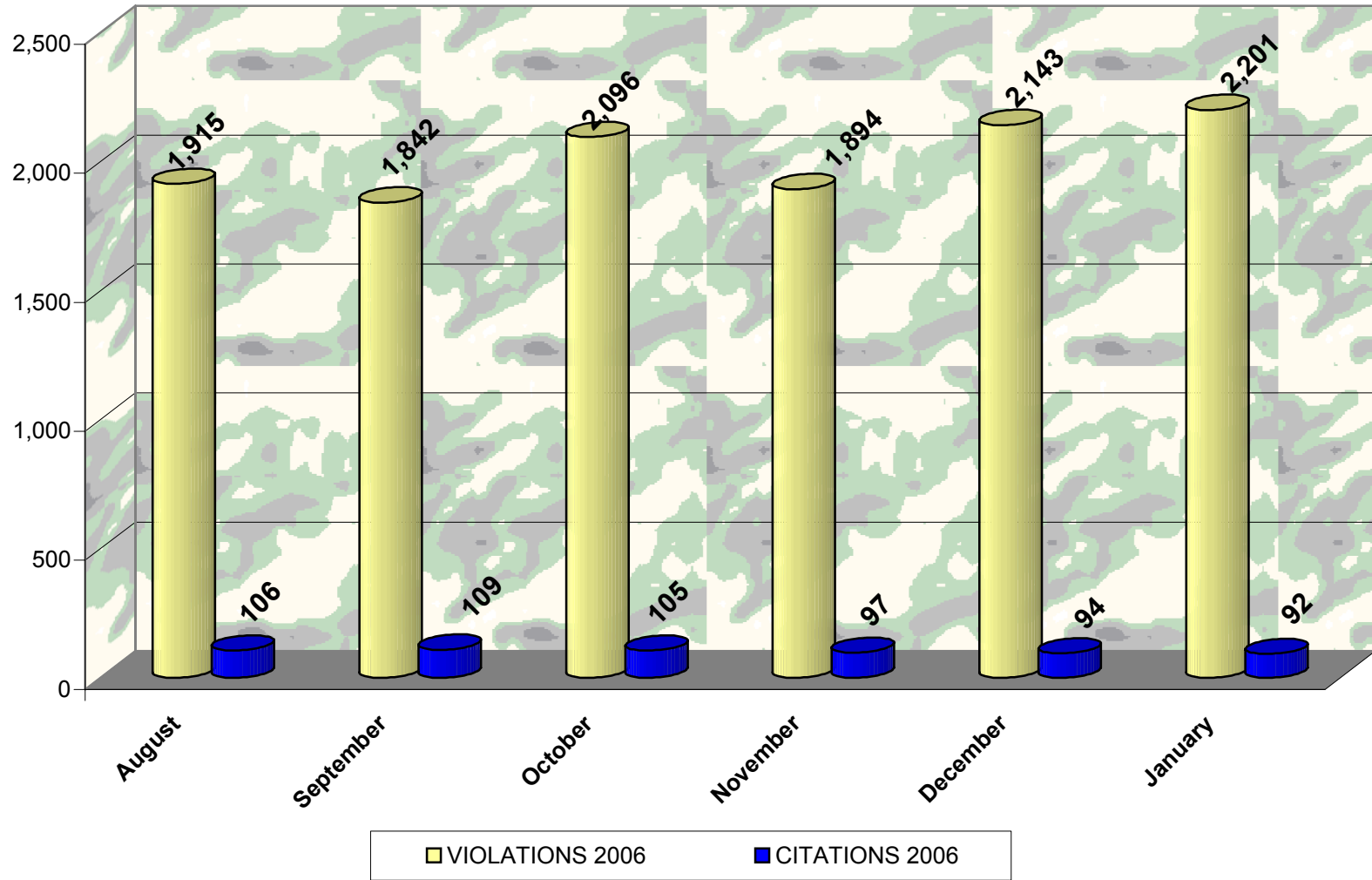
FARE EVASION % **0.88%**

FINES \$ **6,810**

**Fare Violations
2006**



Fare Violations 2006





Solicitation Status Report January 2007

AGENDA ITEM: H

| Solicitation Number | Solicitation Type | Description of Services | Estimated Budget | Advertise Date | Document Available | Pre-Submittal Conference | Due Date Bids/Proposals | Award Contract |
|---------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------|------------------|----------------|--------------------|--------------------------|-------------------------|----------------|
| 05-722 | RFP | Universal Automated Fare Collection System (UAFCS) Contract Admin.: B. Guida Proj. Mgr.: R. Matthews | TBD | 31-Mar-06 | 25-Apr-06 | 25-Apr-06 | TBD | TBD |
| 06-848 | RFP | Maintenance of Way (MOW) Services Contract Admin.: R. Becker Proj. Mgr.: D. Mazza | TBD | 6-Oct-06 | 30-Oct-06 | 14-Nov-06 | 20-Feb-07 | Mar-2007 |
| 06-113 | RFP | Commuter Rail Fleet Maintenance for SFRTA's Commuter Rail System Contract Admin.: R. Becker Proj. Mgr.: E. Byers | TBD | 02-Oct-06 | 09-Oct-06 | 19-Oct-06 | 22-Feb-07 | Mar-2007 |
| 06-116 | ITB | Engine House Roof Replacement Contract Admin.: B. Kohlberg Proj. Mgr.: E. Byers | TBD | 04-Feb-07 | 05-Feb-07 | 14-Feb-07 | 27-Feb-07 | 23-Mar-07 |



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of January 2007**

AGENDA ITEM NO: I

| Date Signed | Contract /Purchase Order No. | Contract Action | Amount \$ | Term |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|------------------|
| 17-Jan-07 Contractor Project Justification | P.O. No. 07-000287 Southwest Signal Engineering Company Blocking Control System This project requires the Contractor to furnish all labor and materials required to perform the installation and integration of the New River Bridge Blocking Control System. | Agreement No. 06-853 | 74,248.91 | 90 Calendar Days |
| 26-Jan-07 Contractor Project Justification | P.O. No. 07-000289 CSX Transportation Flagging Services Provision for General Flagging Services for station maintenance tasks. | Purchase Order | 10,000.00 | N/A |

**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of January 2007**

AGENDA ITEM: J

| Date Signed | Contract No. | Contract Action | Amount \$ | Term |
|-------------|----------------------------------------------------------------------------------------------------------|-----------------|-----------|------|
| N/A | No Contract Actions were executed by the Construction Oversight Committee for the month of January 2007. | N/A | N/A | N/A |